



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282969  
Original Issued Date: 09/03/2020  
Issued Date: 11/18/2021  
Expiration Date: 11/18/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New Green LLC

Phone Number: 518-821-5299 Email Address: devine.retail@gmail.com

Business Address 1: 71 main Street

Business Address 2:

Business City: South Egremont Business State: MA

Business Zip Code: 01258

Mailing Address 1: P.O. Box 22

Mailing Address 2:

Mailing City: South Egremont Mailing State: MA

Mailing Zip Code: 01258

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 60

Percentage Of Control:

50

Role: Owner / Partner

Other Role:

First Name: Ari

Last Name: Zorn

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Great Barrington

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Heidi

Last Name: Zorn

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 71 Main Street

Establishment Address 2:

Establishment City: Egremont

Establishment Zip Code: 01258

Approximate square footage of the establishment: 1000

How many abutters does this property have?:

12

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Agreement form.pdf	pdf	5dc5ec9bb4f83557d6cc596e	11/08/2019
Community Outreach Meeting Documentation	community outreach.pdf	pdf	5dc5ee5abcb01253152f4e6b	11/08/2019
Plan to Remain Compliant with Local Zoning	special permit for recording.pdf	pdf	5dc5ef267aad8653363bbef0	11/08/2019
Community Outreach Meeting Documentation	Community outreach info..pdf	pdf	5e5ec4fe44a317443c107b54	03/03/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	NAACP Letter - Devine LLC CCC Applicaiton (1).pdf	pdf	5dc5ef76160e3b57a3dd1375	11/08/2019
Plan for Positive Impact	Plan to Positively Impact Disproportionately Harmed People.pdf	pdf	5e7e04e5b014bf38e46cc3cc	03/27/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Other Role:  
First Name: Ari Last Name: Zorn Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 2

Role: Other Role:  
First Name: Heidi Last Name: Zorn Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MA certificate of good standing.19.pdf	pdf	5d94d034d471f115eb59983a	10/02/2019
Department of Revenue - Certificate of Good standing	certificate of good standing dep of revenue.19.pdf	pdf	5d9f6ca9c99740160131e299	10/10/2019
Bylaws	signed.oper.agree.3.3.2020.pdf	pdf	5e6031f7d2a4e44405839195	03/04/2020
Articles of Organization	NewGreenCertOfOrg.pdf	pdf	5e73686f1cdd2e3910a4f8e6	03/19/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	OpenFileDialog.pdf	pdf	60d9d2130bb484027d8bb0b8	06/28/2021
Department of Revenue - Certificate of Good standing	Cert of Good Standing MA 2021.pdf	pdf	60d9d268504b25036f75369b	06/28/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing6.2021.pdf	pdf	60f5a4bc8d6c3f02b7d1dc5e	07/19/2021

Massachusetts Business Identification Number: 001387877

Doing-Business-As Name: Devine

DBA Registration City: Egremont

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.Devine.Short.docx - Google Docs.pdf	pdf	5d8bc44f2e767115bf436a87	09/25/2019
Plan for Liability Insurance	ITRM- New Green DBA Devine Insurance Indication 1019.pdf	pdf	5e7e05aa2b97cf38fa37407e	03/27/2020
Proposed Timeline	Timeline to Commence Operations update (1).pdf	pdf	60f5c5b484f3fe0296c44088	07/19/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to 21 and older.pdf	pdf	5dc47425160e3b57a3dd0f2c	11/07/2019
Prevention of diversion	prevention of diversion.pdf	pdf	5dc47abcf468857b99bae88	11/07/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5dc47e558bdcfd57ae524781	11/07/2019
Personnel policies including background checks	Employee Manual.102519.docx (1).pdf	pdf	5dc4911e26aa77532085a12d	11/07/2019
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Produc with Attachments.pdf	pdf	5dc561fc170b4c5353e38fe9	11/08/2019
Security plan	Security.FINAL.pdf	pdf	5e7e0c82172cbc3545974189	03/27/2020
Transportation of marijuana	Transportation Of Marijuana.FINAL.pdf	pdf	5e7e0cd2b7c619391b8b7cc2	03/27/2020
Inventory procedures	Inventory.FINAL .pdf	pdf	5e7e0d1f554b033566ccee8f	03/27/2020
Quality control and testing	Quality Control and Testing.FINAL.pdf	pdf	5e7e0d52b7c619391b8b7cc6	03/27/2020
Dispensing procedures	Dispensing Procedures.FINAL.pdf	pdf	5e7e0d82f0445c357cb059f8	03/27/2020
Personnel policies including background checks	Personnel Policies.FINAL.pdf	pdf	5e7e0dd3d29ad9357159511a	03/27/2020
Record Keeping procedures	Record Keeping.FINAL.pdf	pdf	5e7e0e0f554b033566ccee97	03/27/2020
Maintaining of financial records	Maintaining of Financial Records.FINAL.pdf	pdf	5e7e0e3c554b033566ccee9b	03/27/2020
Qualifications and training	Qualification and training.pdf	pdf	5e7e0eac2b97cf38fa37409d	03/27/2020
Diversity plan	Diversity Plan.FINAL (1).pdf	pdf	6166f0bfc73bae68fe116361	10/13/2021

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded



## ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

**Description of Progress or Success:** As of September 29,2021, New Green LLC,dba Devine has not received its final license and therefore have not yet had the opportunity to implement our positive impact plan. We have however identified a few individuals who fit the criteria for our plan. We will be following up with the individuals as soon as we commence operations. We are excited to bring opportunity to our community in the way of education as a path into the cannabis industry. Please see our attached plan for positive impact. Please note the following changes to our plan: The students will receive the scholarship funds directly after showing proof of enrollment in the cannabis certification program at BCC. We are currently in communication with the BCC foundation to offer our scholarship through them.The board will have a meeting on Nov.18 to discuss accepting New Green LLC as an entity offering scholarships to qualified individuals.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

**Description of Progress or Success:** We are not operational as of this time, As a minority owned business this is of utmost importance to us. Shortly we will be Using hiring processes that are designed to ensure the equitable treatment of potential employees and avoid bias in the hiring process;as well as Establishing relationships with specific organizations, such as the NAACP and blackshires of

Pittsfield, that are diversity-focused for the purposes of:

- ☑ Networking with their constituencies for employment purposes, including at least two networking events per year in Pittsfield or a location easily accessible to residents of Pittsfield;
  - ☑ Providing up-to-date information on employment opportunities;
  - ☑ Providing at least two trainings or informational sessions for individuals falling into the above-listed demographics on business, entrepreneurship, and the marijuana industry
- Please see the attached diversity plan for our other plans for diversity.

## HOURS OF OPERATION

Monday From: 11:00 AM      Monday To: 8:00 PM

Tuesday From: 11:00 AM      Tuesday To: 8:00 PM

Wednesday From: 11:00 AM      Wednesday To: 8:00 PM

Thursday From: 11:00 AM	Thursday To: 8:00 PM
Friday From: 11:00 AM	Friday To: 8:00 PM
Saturday From: 11:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 8:00 PM

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

### Applicant

I, Heidi Zorn, (insert name) certify as an authorized representative of Devine (insert name of applicant) that the applicant has executed a host community agreement with Egremont (insert name of host community) pursuant to G.L.c. 94G § 3(d) on Sept. 24, 2019 (insert date).

Heidi Zorn  
Signature of Authorized Representative of Applicant

### Host Community

I, Mary Brazie, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Egremont (insert name of host community) to certify that the applicant and Town of Egremont (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on September 24, 2019 (insert date).

Mary A. Brazie  
Signature of Contracting Authority or  
Authorized Representative of Host Community  
Office Administrator

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Heidi Zorn, (insert name) attest as an authorized representative of New Green LLC d/b/k Devine (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 9<sup>th</sup>, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 26, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 24, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 25, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
  
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

**TOWN OF EGREMONT**

**Board of Appeal**

**171 Egremont Plain Road**

P.O. Box 368

Egremont, MA 01258-0368

Phone 413-528-0182

fax 413-528-5465

email: [tegrement@egremont-ma.gov](mailto:tegrement@egremont-ma.gov)



**NOTICE FOR RECORDING IN THE REGISTRY  
OF A DECISION TO GRANT A SPECIAL PERMIT OR ANY EXTENSION,  
MODIFICATION OR RENEWAL OF A SPECIAL PERMIT**

TO: Ari and Heidi Zorn

By the Zoning Board of Appeals affecting the rights of the owner with respect to the use of the premises at:  
71 Main Street, Egremont MA \_\_\_\_\_

The record title standing in the name of:

Karner Brook, LLC

By deed duly recorded in the Southern Berkshire District, Berkshire County Registry of Deeds in Book  
2417 Page 238 and in Registry District of Land Court, Certificate Number \_\_\_\_\_ Book \_\_\_\_\_  
Page \_\_\_\_\_

The full decision of said Board is on file with the papers and plans in the office of the Town Clerk. Said Board approved application and grants special permit to Ari and Heidi Zorn, at 71 Main Street, Egremont to have a Retail Marijuana Shop as allowed by Egremont Zoning Bylaws Section 4.3.1.5.

Signed and certified this 27th day of June, 2019.

The Egremont Zoning Board of Appeals: Elliott Snyder Chair

\*\*\*\*\*

**CERTIFICATE BY THE TOWN CLERK FOR FILING OF THE DECISION IN THE REGISTRY**

This is to certify that twenty (20) days have elapsed since filing of the above decision with this office and no appeal has been filed, or appeal has been filed and denied in this case.

Juliette Haas  
Signature and Seal of the Town Clerk

A true test.

Attest.

Juliette Haas  
10/22/2019





Attachment A

**PROFESSION**

CALL US TODAY

**Roofing Siding****R&T Roofing**

- Specializing in all Roofing & Repairs
- Interior & Exterior Remodeling and Chimney/Masonry Work
- Sheetrock & Painting
- Veterans & Senior Discounts
- FREE Quotes • Licensed & Insured
- Vinyl Windows & Doors
- Decks
- All Types of Siding

Serving All Of Western MA for over a decade!

**413-281-1105****C.B. & SONS ROOFING**

Always ready to solve your roofing needs

www.cbandsonsroofing.com



- ★ Owner on every job
- ★ All Work Warrantied

- ☑ Rooftop Snow Removal
- ☑ Shingle & Flat Roofs
- ☑ Asphalt & Slate Repairs
- ☑ Woodshake/Skylights
- ☑ Chimney Flashing
- ☑ Chimney Rebuilds
- ☑ Vinyl/Cedar Siding
- ☑ Ice Slides
- ☑ Free Estimates

MA LIC: 101201  
**413-441-4840****Roof Crafters™**All Kinds of Roofing  
Shingles-metal: TPO & EPDM  
(also coatings for flat and slow slope roofs)Painting Exterior & Interior  
Spray Painting Exterior & Interior  
Staining Solids & Transparent  
Custom Flooring Wood & Ceramic  
Custom Stone Work &  
Chimney Repairs

FULLY LICENSED AND INSURED

**Arace's, Inc.**  
Home Improvement  
Contractor  
**Tel. 413-441-9919****Rubbish Removal****Public Notices**

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana establishment is scheduled for **May 9, 2019 at 6pm at town Hall in North Egremont**. The proposed retail establishment is anticipated to be located at 71 Main Street (below the Spirit Shoppe). There will be an opportunity for the public to ask questions.

04/26/19

**Notice of Initiation of the Section 106 Process: Public Participation**

Sprint proposes the upgrade of a rooftop telecommunications facility at 1 West St, Pittsfield, Berkshire County, MA. Members of the public interested in submitting comments on the possible effects on historic properties included in or eligible for inclusion in the National Register of Historic Places may send their comments to Andrew Smith, RESCOM Environmental Corp., PO Box 361 Petoskey, MI 49770 or call 260-385-6999.

04/26/19

**Notice to Bidders**

The Town of Hillsdale is seeking a web designer and developer to update its WordPress website.

A detailed request for proposal is available by email:

HillsdaleRFP@gmail.com

or for pick-up from the Town Clerk, located at The Hillsdale Town Hall, 2609 State Route 23, Hillsdale, NY 12529, on Mondays, Wednesdays, Thursdays and Fridays, from 10:00 am - 1:00 pm.

Sealed bids must be received by mail or delivered by hand to the Town Clerk at Hillsdale Town Hall, PO Box 305, 2609 State Route 23, Hillsdale, NY 12529 by 1:00pm, May 24th, 2019.

04/25/19, 04/26/19, 04/27/19  
05/07/19, 05/08/19,  
05/09/19, 05/10/19**TOWN OF LANESBOROUGH CONSERVATION COMMISSION NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Lanesborough Conservation Commission will hold a Public Hearing on **Monday, May 6, 2019 at 7:15 p.m. in the Newton Memorial Town Hall** to act on a Notice of Intent filed by S.K. Design Group, Inc. on behalf of Eric Taylor for the construction of a gravel parking lot on South Main Street, Assessors Map 116 2.2.

Stacy Parsons, Chairwoman  
04/26/19**Found**

Found March 28th at Medical Arts Building, Necklace - call to identify 413-655-8589

**Houses For Sale**

Recent renovations, close to schools and comm. college, 4 min to lake. 3 BD, 2 BA Ranch plus turn-key in law Apt. Great neighborhood and neighbors. Come see for yourself!  
**Open House • 56 Sherwood Dr. Sat. & Sun. 11:30-2pm \$245,000**

**Business Rentals**

2400 square foot. Good for contractor office/storage. Central Pittsfield location. \$1000 per month. Call **413-329-3369**.

**PITTSFIELD.** East Street. 1,750 square feet of prime multi use. Three-phase power available. Available May 1st. Call **413-822-2084**

**PITTSFIELD.** Elm Street. 1,200 sf retail space in busy shopping center. Prime location. **845-638-6600**

**Prime Store Front for lease.** 339 Elm St. Pittsfield, MA. Plenty of parking. Call **413-841-2447**

**Apartment Rentals**

1 BDRM. \$475/month.  
2 BDRM. \$775/month.  
Appliances, no utilities.  
No pets. **413-347-0753**.

**ALL RENTALS**

on-line at:  
www.rhabc.com  
by the  
Rental Housing Association  
of  
Berkshire County

**NORTH ADAMS: FRANKLIN COURT**

1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From \$795 to \$985 includes heat, hot water. No pets. (413) 281-3868

**PITTSFIELD.** 1 bedroom + additional room. \$660, utilities not included. Renovated, 2nd floor. 16 Hamlin St. First & last. **413-770-6203**.

**PITTSFIELD.** Edward Avenue. 1 bdrm, 1st floor. Off street parking, hookups. No smoking. \$680/month. No utilities included. **413-441-5566**

**PITTSFIELD: 2 BR, #184 Woodlawn Ave.,** W&D hookups, appliances, deck, parking. No dogs/smoking. \$775/mo.+. Available immediately. **413-443-7825**.

**Help Wanted****Diesel Mechanic O'Connell Oil**

Diesel Mechanic to maintain Oil Truck Fleet & Service Vans. Full time with Benefits Pkg.

Call 413-586-6800

**Help Wanted****OIL TRUCK DRIVER O'Connell Oil**

Experienced Oil Truck Driver needed. Must have all necessary certificates, CDL & HAZMAT. Competitive wages, Full benefits, 401K.

Call Jim @ **413-586-6800**  
or email resume to  
jsobon@oconnelloil.com

**HEAVY EQUIPMENT MECHANIC**

A. Colarusso & Son, Inc., Quarry Division is seeking an experienced Heavy Equipment Mechanic. Must have experience and knowledge with diesel engine, brake, clutch, hydraulics and electrical systems and possess own hand tools. Full-time position, overtime as needed. EOE, Full Benefits provided, including pension/profit sharing plan. Salary commensurate with experience.

Send resume to:  
PO Box 302  
Hudson, NY 12534  
attn: Human Resource  
Department  
or complete an application at  
91 Newman Rd., Hudson, NY

**Tag Sales****★ NEW AD TODAY ★****3 Generation Estate Sale**  
80 McIntosh Dr.,  
Pittsfield, MA 01201

Sat. 4/27, 9am-5pm &  
Sun. 4/28, 9am-1pm

Please provide a home  
for our treasures.

Antiques, Furniture, China, Crystal, Pewter, Glassware, Milk Glass, Pyrex, Irish Belleek, Wedgewood, Revereware, Vintage Shoes, Costume Jewelry, Games, Toys, Vinyl Records, Books, Collectables, Hummel, Norman Rockwell, Gorham, XMAS Decorations, Appliances, Tools.

All reasonable prices considered

**CLASSICAL TENTS 1 DAY ANNUAL SALE**

**Saturday, April 27th**  
**8a.m.-1p.m.**  
**\*CASH ONLY\***

**43 Downing Industrial Park**  
(Near UPS)

2 full lines of china, white folding chairs, chandeliers, glassware, heaters, linens, galvanized tubs, ottomans, square tables, much more!

**LEE, 196 High St. MUST SEE TAG SALE!** A little bit of everything. **Saturday 4/27 & Sunday 4/28**



Attachment B

RECEIVED APR 24 2019  
TOWN OF EGREMONT

APR 24 2019

April 24, 2019

Attn: Town of Egremont:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana establishment is scheduled for May 9, 2019 at 6pm town Hall in North Egremont. The proposed retail establishment is anticipated to be located at 71 Main Street (below the Spirit Shoppe). There will be an opportunity for the public to ask questions.



April 24, 2019

Dear,

[REDACTED]  
[REDACTED]  
[REDACTED]

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana establishment is scheduled for May 9, 2019 at 6pm at town Hall in North Egremont. The proposed retail establishment is anticipated to be located at 71 Main Street (below the Spirit Shoppe). There will be an opportunity for the public to ask questions.

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Heidi Zorn, (insert name) attest as an authorized representative of New Green LLC dba Devine (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 9<sup>th</sup>, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 26, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 24, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 25, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



September 29, 2021

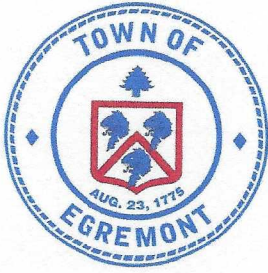
As part of New Green LLC's required annual renewal application to the Cannabis Control Commission, we are required to request from the town the records of any cost to the town reasonably related to the operation of Devine.

We understand that because Devine has not begun operations, the town has no related costs at this time, but we are required to make this request and produce the town's response or lack of response. Please provide copies of any relevant records, or a statement that there are no such records or costs.

In accordance with M.G.L. c. 94G, §3(d), "any cost to a city or town imposed by the operation of a [Marijuana Establishment] shall be documented and considered a public record as defined by M.G.L. c. 4, §7, cl. 26."

Please feel free to contact me with any questions.

Heidi Zorn,  
518-965-3315



## TOWN OF EGREMONT

**171 Egremont Plain Road**

P.O. Box 368

Egremont, MA 01258-0368

Phone 413-528-0182 ext 10 fax 413-528-5465

email: [tegrement@egremont-ma.gov](mailto:tegrement@egremont-ma.gov)

September 29, 2021

To Whom It May Concern:

As of today, September 29, 2021, the Town of Egremont has had no expenses related to the operation of the retail marijuana business Devine.

Until such time as Devine opens, the Town does not anticipate any expenses.

Respectfully,

George McGurn,  
Chairman Selectboard

## **Plan to Positively Impact Disproportionately Harmed People**

**Goal:** Employment in the Cannabis industry for individuals from Pittsfield MA through education.

Our goal is to help reduce barriers for entry into the commercial adult-use cannabis industry for individuals from Pittsfield MA, which the commission has deemed an Area of Disproportionate Impact.

The barrier we will target is lack of education, training or skills that are in demand in the cannabis industry, and lack of ability to identify and secure employment in the field.

### **Program:**

1. New Green LLC dba Devine will establish a fund to pay full tuition at Berkshire Community College for the Cannabis Certificate program for 3-5 individuals who meet the criteria of disproportionately harmed individuals.
2. New Green LLC dba Devine will follow up with the individuals, and have mentoring upon completion of the program to help with resume writing and outreach to others in the Cannabis industry who are hiring.
3. New Green LLC dba Devine will seek employees from Pittsfield to hire for positions in the retail shop.

Education of Individuals. Berkshire Community College offers a cannabis certificate program. The program includes classes in Communication, Business and Biology in the first semester, followed by Botany and History of Cannabis in the second semester and followed by a practicum at Berkshire Roots. It costs approximately \$4,000 for the entire program. The successful completion of the certificate program will provide students with skills to work in the Cannabis industry.

We will work with the NAACP in Pittsfield as well as other organizations to identify individuals who are a match for the scholarships. To qualify, students must be past or present residents of Pittsfield and complete a simple application with an interview or letter of intent and one reference. As a requirement of the scholarship they will be asked to maintain contact with Devine to track their progress and provide additional services.

Individuals who have received a scholarship from New Green LLC and who have earned their certification will have access to mentors who will help guide them with securing a job in the cannabis industry. The mentors will help the individuals with their resumes and help them find job opportunities in the cannabis industry. Scholarship recipients will automatically be considered for employment at Devine.

### **Measurements:**

We will track how many applicants apply for the scholarship.  
Our goal is to award 1-3 scholarships the first year, and 3-5 awarded in following years.

During the program and for six months after completion of the program, students will work with a mentor to network, identify desired positions, and apply, including resume-writing and interviewing assistance. All graduates of the program will automatically be considered for employment at Devine.

Thereafter, individuals who have received a scholarship from New Green LLC and who have earned a certificate, will be tracked for up to 18 months after completion of the program.

We will track how many scholarships are granted, how many students obtain their certification, how many are hired at Devine and the duration of their employment, and how many obtain employment elsewhere in the cannabis industry. The goal is to have 80% of the certificate holders to have employment in the cannabis industry.

#### ACKNOWLEDGEMENT

We, Heidi Zorn and Ari Zorn, certify and state the following:

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Heidi Zorn  
Member, New Green LLC

Ari Zorn  
Member, New Green LLC



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

September 24, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**NEW GREEN LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 10, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **HEIDI ZORN, ARI ZORN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HEIDI ZORN, ARI ZORN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HEIDI ZORN, ARI ZORN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1514225536  
Notice Date: October 3, 2019  
Case ID: 0-000-560-695



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEW GREEN LLC  
30 UNDERMOUNTAIN RD  
GREAT BARRINGTON MA 01230-9083

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, NEW GREEN LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

NEW GREEN LLC  
OPERATING AGREEMENT

THIS OPERATING AGREEMENT of New Green LLC (the "LLC"), dated as of 6-13-2019, 2019, is between Ari Zorn and Heidi Zorn (collectively, the "Members," and individually, a "Member"). The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. *Name of LLC.* The name of the LLC is New Green LLC (the "LLC").

2. *Business of LLC; Purposes and Powers.*

(a) The general character of the business of the LLC is to engage in the retail sale of cannabis as permitted under the laws of the Commonwealth of Massachusetts.

(b) The LLC shall be member-managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Members, by action of a majority in percentage interest thereof, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required.

The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

(c) Any Member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Member is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

3. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is 30 Undermountain Road, Great Barrington, Massachusetts 01230.

4. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Ari Zorn, 30 Undermountain Road, Great Barrington, Massachusetts 01230.

5. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on *Schedule A* attached hereto.

6. *Term of the LLC.*

(a) The term of the LLC commenced upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 6(b), below, or pursuant to the Act).

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

7. *Capital Contributions, Capital Accounts and Liability of Members.*

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on *Schedule A*, hereto. Additional capital contributions may be made by any Member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended ("I.R.C."). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions, *provided, however*, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

8. *Return of Contributions.* The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

9. *Share of Net Profits, Net Losses and Cash Distributions.*

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be distributed among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members, except to the extent that any such distribution in kind would violate any state or federal law or regulation. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the



I.R.C., allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(c) For taxable years of the LLC that commence prior to the effective date of the provisions of the of the Bipartisan Budget Act of 2015 amending subchapter C of Chapter 63 of the I.R.C. (the "BBA Amendments"), Heidi Zorn shall be the "tax matters partner" of the LLC for purposes of the I.R.C. For taxable years of the LLC to which the BBA

(d) No Member shall have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

#### *10. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.*

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

(c) A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agreed to by all Members.

#### *11. Miscellaneous.*

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall, at all reasonable times, have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year].

(c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation, which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be de- posited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in

interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

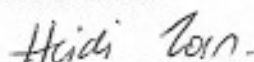
(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC in his, her or its capacity as a Member.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MEMBERS:

  
Heidi Zorn

  
Ari Zorn

COMMONWEALTH OF MASSACHUSETTS

LIMITED LIABILITY COMPANY  
CERTIFICATE OF ORGANIZATION

FILED  
JUN 10 2019  
SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned, to form a limited liability company, hereby certify as follows:

1. *Federal Employer Identification Number.* 84-1895926

2. *Name of the Limited Liability Company.* The name of the limited liability company to be formed hereby is New Green LLC (the "LLC").

3. *Office of the Limited Liability Company.* The address of the office of the LLC in the Commonwealth at which the LLC will maintain its records in accordance with the Act is c/o 30 Undermountain Road, Great Barrington, Massachusetts 01230.

4. *Business of the LLC.* The general character of the business of the LLC is to <sup>apply for a license from the CCC to</sup> engage in the retail sale of cannabis in Massachusetts; and to engage in any activities directly or indirectly related or incidental thereto.

5. *Date of Dissolution.* The LLC shall have no fixed date upon which it shall dissolve.

6. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Ari Zorn, 30 Undermountain Road, Great Barrington, Massachusetts 01230.

7. *Manager.* As of the date hereof, the LLC does not have any managers.

8. *Execution of Documents (Secretary of the Commonwealth).* Any member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. As of the date hereof, the name and business address of each of the members of the LLC are as follows:

Heidi Zorn, 30 Undermountain Road, Great Barrington, Massachusetts 01230

Ari Zorn, 30 Undermountain Road, Great Barrington, Massachusetts 01230

Christina Schenk-Hargrove, 29 Home Street, South Hamilton, Massachusetts 01982

9. *Execution of Recordable Instruments.* Any member of the LLC is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property. The name and business address of each member of the LLC as of the date hereof are specified in paragraph 8, above.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, as of the 28<sup>th</sup> day of May, 2019.

  
Christina Schenk-Hargrove

Ari Zorn  
30 Undermountain Road  
Great Barrington, MA 01230

May 29, 2019

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place  
Boston, MA 02108-1512

**RE: New Green LLC**

Dear Sir/Madam:

I, Ari Zorn, hereby consent to being appointed as the Resident Agent of New Green LLC.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ari Zorn', written in a cursive style.

Ari Zorn

csh



---

# DEVINE

---

## *A Proposal for A Retail Marijuana Store in Egremont, Massachusetts*

### SUMMARY

---

A defining feature of the Massachusetts Adult Use Marijuana Law is its commitment to social justice. As a bi-racial couple Heidi and Ari Zorn, the founders of Devine, are not only committed to social justice, but aim to go beyond that goal and add economic and environmental justice to their mission. They are committed to encouraging and assisting local citizens of all economic classes to invest in and profit from Devine at all stages, from start-up investment, to operation, income, and equity. The Zorns conceived of Devine as a means to bring the economic benefits of the new marijuana industry to the entire community of Egremont. The sale of cannabis Massachusetts is already generating enormous profits for some; Devine is Egremont's way of making sure that money goes to the people.

The Zorns are long-time residents with deep roots in the community. They are small business owners, active community members, and parents. Their passion for health, equity and the environment form the foundation of Devine's mission to do good.

**"I see this as the next step in our progression as citizens of the town  
and a way to give back to the community." Ari Zorn**

### MARKET ANALYSIS

---

In 2016 the residents of the Commonwealth of Massachusetts voted to legalize the adult use of cannabis. The Cannabis Control Commission was created to safely, equitably and effectively implement and administer the laws enabling access to adult use marijuana. A key goal of the Commission is to make the marijuana industry equitable and accessible to the populations most harmed by previous drug law enforcement. The CCC has developed detailed regulations that govern the licensing of marijuana establishments. While marijuana remains a regulated substance under federal law, compliance with Massachusetts state regulations minimizes the risk of federal enforcement actions, and federal law is developing quickly, bringing increasing security to the industry.

The first two shops in Massachusetts made sales of legal, licensed, recreational cannabis in November, 2018, selling more than \$2.2 million in the first week. By the end of 2018, there were five stores across Massachusetts that were operating retail marijuana establishments under Massachusetts law. Gross sales in 2019 amounted to \$88.6m in the first quarter.

Experts predict that four to eight stores will open per month in the coming years, and while retail prices are expected to drop, supply will increase, and demand is expected to grow as illegal sellers are driven out of the market and historical prejudices dissipate. Theory Wellness in Great Barrington, the first shop to open the area, projected annual sales of \$6 to \$8 million in 2019. CCC data indicates that adult use marijuana shoppers spend an average of \$40 per visit.

The town of Egremont has about 1,200 residents, with a number of second homeowners and weekenders. Egremont has two small commercial centers and is bordered by several towns, including Great Barrington to the east. Egremont also borders New York state to the west. It is 139 miles west of Boston. The median household income is about \$60,000 and the town's operating budget is approximately \$4 million. It has long been the goal of the town to attract more business activity in Egremont.

Egremont is located in a region of the Berkshires that attracts tourists and travelers. Travelers spend an estimated \$ 500 million a year in the Berkshire. Devine's location on Route 23 will allow easy access and exposure to visitors with time and funds for leisure activities.

Devine expects that its hours of operation will be 11 a.m. to 8 p.m., seven days a week. With a customer turnover rate of about 16 customers an hour, Devine estimates that it will gross \$6,480 a day, or \$2,250,000 per year. Given the reported sales of Theory Wellness and other retailers, this is likely a low estimate.

## LICENSING

---

To date, the CCC has approved 52 retail licenses state wide and there are 56 pending applications. The regulations governing licensees are extensive, covering all areas of potential concern including avoiding under-age use, cross-border transport, and involvement by criminal enterprises. Every funding source must be disclosed to the CCC and each controlling agent must be individually licensed. All plans from operating procedures to employment manuals to security systems must be pre-approved.

The security required for a retail location are laid out in detail by the regulations, including alarms, cameras, and procedures. All licensed adult-use Marijuana Establishments must register and trace their products in the Commonwealth's seed-to-sale tracking technology, so that any and all diversion will be prevented.

The CCC also requires approval of all retail locations. Devine has entered into an agreement with the owner of a commercial building in the business area of South Egremont for its retail location, which will be built out to its specifications on a timeline that is consistent with the licensing process. The planned shop is minimally visible from the street, would not change the visual character of the town

The town of Egremont has no zoning by-laws that would prohibit a marijuana retail establishment, although town officials are working on potential by-laws. There is the potential for only one licensed marijuana retailer in town. Devine has obtained the necessary special permit and zoning approvals. Under the regulations, Devine must also negotiate a Host Community Agreement with the town, which was executed on September 24, 2019.

Parking has long been a concern of businesses in Egremont. Devine has worked with other local businesses to arrange parking agreements that are mutually beneficial. It is Devine's hope that a thriving business environment will create opportunities for improved parking options for all in the future, such as a municipal parking area. Devine's permit currently contemplates scheduled shopping times. Customers will make a reservation in advance, and will not be allowed to park except during their assigned times. Devine is committed to developing a parking plan that benefits the community and local businesses and does not disrupt them.

As part of the state licensing process, Devine must show how it will benefit areas that have been disproportionately harmed by past drug laws and enforcement. Egremont is about 24 miles south of Pittsfield. Pittsfield has been designated an area of disproportionate impact by the CCC, meaning that residents of Pittsfield were subject to racially-motivated arrests and incarceration at higher rates than whites. Egremont's proximity to Pittsfield allows it to offer ownership, employment and other benefits to that community and fulfill the Marijuana Law's and the company's own mission. Devine is working with community leaders to identify areas of need in the community, and hopes to create and support a non-profit organization to carry out the founder's goals of increased equity in our community.

## FINANCING

---

The Founders are arranging funding from private individuals to cover some of the estimated startup costs. However, the intent is to expand the pool of eligible investors as much as possible by using equity crowdfunding through a site such as Fundanna. Crowdfunding would permit residents of the town to invest as little as \$500 in the business in exchange for a share of the ownership. Devine also plans to permit those who contribute services and labor to the business to share in the equity. Hiring preferences will be given to residents of Egremont and Pittsfield. The goal is to allow every citizen of Egremont to participate in the funding of the business and in the anticipated long-term profits.

## ORGANIZATION AND MANAGEMENT

---

### The Founders: Heidi Zorn and Ari Zorn

---

#### Heidi Zorn, DC

---

Heidi graduated from Eastern Connecticut State University with a BA in Psychology in 1994 and moved to the Berkshires for work later that year. She and her husband Ari met and were married in 1999 at the Egremont Inn. They purchased their house in Egremont in 1999.

An athlete since childhood, Heidi's interest in health and the human body eventually brought her to chiropractic medicine. She completed her Doctor of Chiropractic at the University of Bridgeport in 2000, and after working for several years at Madden Chiropractic and Rehabilitation and teaching at Berkshire Community College, she fulfilled her dream by opening her own practice in downtown South Egremont, which she has successfully operated since 2006.

Throughout her years in Egremont, Heidi has been active in the local community, from the Southern Berkshire School Committee, to 4-H leader, to volunteer for the Columbia Greene and Berkshire Humane Society. She is currently the MMRHS Volleyball Booster Club President and an Egremont Land Trust Board Member.

Heidi enjoys daily hikes in the Berkshire hills with her dogs Star, Lola, and Zero, and doing DIY projects around the house and in the garden.

## Ari Zorn

---

Ari moved to the Berkshires in 1992 with a Culinary Arts and Hotel Restaurant & Management degree to manage a restaurant named Dos Amigos. He purchased the restaurant in 1997 and operated it as chef and owner for several years. He and Heidi purchased their house in South Egremont in 1999 and their first child was born in 2000. With a growing family, Ari took a position as sous chef at Eagleton School, quickly moving up the ladder, acquiring several job titles including Director of Food, NAPI Team Leader, restraint coordinator, and eventually sitting on the board of directors as an administrator.

Meanwhile Ari's passion for sports, exercise and nature grew stronger. With his family's encouragement, he decided to follow his passion and become a professional trainer. Zorn Core Fitness is in its 12<sup>th</sup> year of business. Ari has run several booster clubs for sports programs in the community as well as educating young athletes on fitness, nutrition, and proper safety.

Ari's intense interest in nature dates back to his childhood in the 70s. Memories of camping, hiking and fishing in the Berkshires during visits from Seattle brought him to the area and the community has become his home. His latest passion is protecting the environment of Smiley's Pond, in South Egremont. He founded a Facebook page called Friends of Smiley's Pond that is dedicated to protecting the environment and all the creatures in it.

**NON-BINDING Indication -for Informational Purposes Only**

Tuesday, October 29, 2019

Prepared for: **New Green LLC DBA Devine**

Policy Period: **10/28/2019** to **10/28/2020**

Agent of Record: **Larry Harb**  
Agency: **420 Friendly Insurance offered by IT Risk Managers, Inc.**  
Email: **THC@ITRiskManagers.com**  
Phone: **(517) 381-9909**

**Please read the attached indication carefully to confirm coverage is as requested.**

Total Policy Cost: **\$22,705.00**  
Carrier: **Knight Specialty Insurance Company**

**This policy must be PAID IN FULL at inception.**

**The following information is required in order to bind coverage:**

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Three years of company loss runs. If the applicant has had no prior insurance (New Venture), a signed No Known Loss Letter is required.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the **KSI 30 11 10 18 Product Liability Mid-Year Audit** form must be completed.
7. If Product Withdrawal was selected, the **KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal** form must be completed.

We are 100% focused on the Cannabis and Hemp industry. Our goal is to cultivate partnerships by providing tailored, comprehensive risk solutions for the cannabis and hemp industry with a superior level of expertise and service. Please let us know if there is anything we can do to help you choose SafeHerb.

Sincerely,

Larry Harb  
Underwriter/Marketing  
420 Friendly Insurance offered by IT Risk Managers, Inc.  
(517) 381-9909



UW: Larry Harb

**NON-BINDING INDICATION**

EFF. DATE: 10/28/2019 TO #####

AGENT: Larry Harb

420 Friendly Insurance offered by IT Risk Managers, Inc.

INSURED: New Green LLC DBA Devine

QUOTE DATE: 10/29/2019

State of Operation: MA

Quote Expiration: 11/28/2019

### PREMIUM BREAKDOWN:

	Premium	SLT Rate	Tax Amount	Stamping Fee	Stamp Amount	Handling Fee	Total Cost
General Liability	\$ 8,100	5.00%	\$ 405.00	0.00%	\$ -	\$ 100	\$ 8,605.00
Products Liability	\$ 13,000	5.00%	\$ 650.00	0.00%	\$ -	\$ 100	\$ 13,750.00
Property	\$ -		\$ -	0.00%	\$ -	\$ -	\$ -
Professional Liability	\$ -		\$ -	0.00%	\$ -	\$ -	\$ -
Cargo	\$ -		\$ -	0.00%	\$ -	\$ -	\$ -
					Safety/Loss Advisory Visit Fee	\$	350.00
<b>Total:</b>	<b>\$ 21,100</b>		<b>\$ 1,055.00</b>		<b>\$ -</b>	<b>\$ 200</b>	<b>\$ 22,705.00</b>

LOC , BLG

### Scheduled Locations

1, 1 71 Main Street Lower Level, South Egremont, MA 1258



Proud Member of



[www.safeherb.com](http://www.safeherb.com)

### COVERAGE BREAKDOWN:

#### General Liability -Prem Knight Specialty Insurance Company

Occurrence Form	Coverage Limits	Premium	Rating	
Each Occurrence	\$ 1,000,000	\$ 8,100	Sales	\$ 5,000,000.00
General Aggregate	\$ 2,000,000			
Products Completed Operations	Excluded			
Personal & Advertising Injury	\$ 1,000,000			
Damage to Premises Rented to You	\$ 100,000			
Medical Payments	Excluded			
Hired and Non-Owned Auto Endorsement	Excluded			
Additional Insured		\$ -		
Waiver of Subrogation		\$ -		
Primary Wording		\$ -		
Premise Deductible -BI/PD	\$2,500			

#### Products Liability Knight Specialty Insurance Company

Claims Made Form	Coverage Limits	Premium	Rating	
Each Claim/Policy Term Aggregate	\$1M/\$2M	\$ 13,000	Sales	Non-Accessories
PL -Deductible	\$2,500	(Per Claim)		\$ -
<b>Endorsements</b>				
Product Withdrawal	\$ -			Accessories
PW -Deductible	\$ -	(Per Claim)		\$ -
Retro Active Period	Date: Inception			
Vendor AI Certificate	Not Covered			
Vendor AI Blanket	Not Covered			

#### Commercial Property Knight Specialty Insurance Company

Coverage Extension Tier:	None	Coverage Limits	Premium	Rating	
Building		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Tenant's Improvements		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Business Personal Property		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Cannabis Equipment/Tools		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Cannabis Inventory/Finished Stock		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Indoor Crop		\$ -	\$ -	- TIV	RC, 80% Coinsurance
Business Income		\$ -	\$ -	- TIV	AV
Property Deductible		\$ 2,500	(Per Occurrence)		
Commercial Property Endorsement (Fully Earned)		None	AV= Agreed Value	RC= Replacement Cost	
			\$ -		
<b>Blanket Coverages</b>					
<b>Accounts Receivable</b>					
<b>Debris Removal Increased Limit</b>					
<b>Personal Effects and Property of Others</b>		\$ -			
<b>Valuable Papers and Records</b>					
Refrigerated Goods Spoilage		\$ -			
Back Up of Sewer/Braid & Seepage		\$ -			
Brands and Labels		\$ -			
Computers and Computerized Equipment		\$ -			
Computer Fraud		\$ -			
Electronic Data		\$ -			
Electrical Injury/Utility Services		\$ -			
Employee Dishonesty		\$ -			
Extra Expense		\$ -			
Fine Arts		\$ -			
Fire Department Service Charge		\$ -			
Fire Protection Equipment Recharge		\$ -			
Forgery and Alteration		\$ -			
Money and Securities		\$ -			
<b>Newly Acquired or Constructed Property</b>					
<b>Building</b>					
<b>Personal Property</b>		\$ -			
<i>Loss to Undamaged Portion of the Building</i>		\$ -			
<i>Demolition</i>		\$ -			
<i>Increased Cost of Construction</i>		\$ -			
<i>Outdoor Property</i>		\$ -			
<i>Premises Boundary Increased Distance</i>		\$ -			
<i>Preservation of Property</i>		\$ -			
<i>Replacement Cost Optional Coverage - Redefined</i>		\$ -			
<i>Trees, Shrubs and Plants</i>		\$ -			
These apply only when the Business Income or Extra Expense Coverage Forms are a part of this policy.					
Extended Business Income Increased Time Period		\$ -			
Newly Acquired Locations Increased Limits		\$ -			
Utility Services		\$ -			
Premises Boundary Increased Distance		\$ -			

#### Crop Knight Specialty Insurance Company

	Coverage Limits	Premium	Rating
Schedule TIV:	\$ -	\$ -	TIV
Deductible:	\$ 10,000	(Per Occurrence)	

#### Cargo Knight Specialty Insurance Company

	Coverage Limits	Premium	Rating
Cannabis Cargo	\$ -	\$ -	Vehicles
Cash/Securities	\$ -	\$ -	
Deductible	\$ -		

### Coverage Forms

Form #	Description
	<b><u>Interline</u></b>
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion of Certified Acts of Terrorism
KSI 01 00 10 18	Additional Exclusions, Terms, and Conditions
KSI 01 02 10 18	Surplus Lines Disclosures
	<b><u>Property</u></b>
CP DS 00 10 00	Commercial Property Declarations
CP 00 90 07 88	Commercial Property Conditions
KSI 20 01 10 18	Building and Personal Property Coverage Form
KSI 20 02 10 18	Business Income (and Extra Expense) Coverage Form
CP 10 30 10 12	Property Causes of Loss -Special Form
KSI 20 03 10 18	Additional Exclusions, Terms, and Conditions Cannabis Business Property
KSI 20 04 10 18	Exclusion -All Pesticides, Pest, and Bugs, Virus, or Fungal Disease
KSI 20 05 10 18	Limitation of Liability Endorsement
KSI 20 06 10 18	Locked Vehicle Warranty
KSI 20 10 10 18	Aluminum Wiring Exclusion
KSI 20 11 10 18	Roofs Over 10 Years Old
KSI 20 12 10 18	Track and Trace Warranty
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 32 08 08	Water Exclusion Endorsement
CP 12 11 10 00	Burglary and Robbery Protective Safeguards
	<b><u>CGL -Premise Liability</u></b>
KSI 10 00 10 18	Commercial General Liability Declarations Page
KSI 10 03 10 18	Common Policy Conditions
KSI 10 01 10 18	Commercial General Liability Coverage Form
KSI 10 02 10 18	Additional Exclusion, Terms, Conditions, Warranties Cannabis Business Liability
KSI 10 06 10 18	Absolute Weapons Exclusion
KSI 10 08 10 18	Animals Exclusion
KSI 10 09 10 18	Residential Occupancy Exclusion
KSI 10 10 10 18	Employees of Independent Contractors Exclusion
	<b><u>Products Liability</u></b>
KSI 30 00 10 18	Product Liability Declarations Page
KSI 30 01 10 18	Products/Completed Operations Liability Claims Made and Reported Insurance
KSI 30 04 10 18	Minimum Earned Premium Endorsement
KSI 30 05 10 18	Short Rate Cancellation Table
KSI 30 06 10 18	Specified Herbal Products Exclusion
KSI 30 07 10 18	Service of Suite Clause
KSI 30 08 10 18	Vaporizing Equipment and Components Exclusion
KSI 30 09 10 18	Foreign Products Liability Exclusion
KSI 30 10 10 18	Online Sales Limitation - Intrastate Only
KSI 30 11 10 18	Product Liability Mid-Year Audit Requirements
KSI 30 12 10 18	Products/Completed Operations Defense Cost Limitation Endorsement
KSI 30 13 10 18	Proposition 65 Warnings Exclusion
KSI 30 14 10 18	Seepage and/or Pollution and/or Contamination Exclusion
KSI 30 15 10 18	Additional Exclusions Endorsement
KSI 30 17 10 18	Limited Product Withdrawal Expense Endorsement
KSI 30 18 10 18	Duties in the Event of a Claim or Suite or a Defect or Product Withdrawal

**NOTE:** This proposal does not convey any insurance and is not a binder of insurance. This proposal is an estimated premium indication for the stated coverages. It may be revised to reflect additional information provided to us and may be subject to adjustment due to audit. The proposal is intended to be accepted or rejected in its entirety, or you may work with your agent to request changes. Certain coverages, terms, conditions, perils or limits requested may not be included in this proposal. **Premium indications are valid for 30 days from the date of the proposal.** Insurance products are provided by Knight Specialty Insurance Company. All changes must be made in writing and will require approval by SafeHerb.





## 420 FRIENDLY INSURANCE

4225 Okemos Road, Suite B  
Okemos, MI 48864  
(517) 381-9909

SafeHerb  
155 Franklin Road, Suite 200  
Brentwood, TN 37027

### Terms and Conditions

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.
5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.

### Subjectivities

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Please provide a signed no loss statement.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the KSI 30 11 10 18 Product Liability Mid-Year Audit form must be completed.
7. If Product Withdrawal was selected, the KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal form must be completed.

### REQUEST TO BIND

**Request to Bind:** The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

**Required Notification of Any Changes:** The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify SafeHerb of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

**Applicant Warranty:** The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

Applicant Name: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Please type or print name and title)

Signature: \_\_\_\_\_  
(Must be signed and dated by Principal or Officer of Applicant)

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

## Restricting Access to 21 and older

The following safety protocols will be put in place in order to ensure that no marijuana or marijuana products are accessible to anyone under 21 years old.

Access into the establishment will require proof of identification in the form of a driver's license, passport, other identification method approved by the CCC. Employees will be trained on positively identifying customers over the age of 21 and recognize false forms of identification. Prior to entering the retail area, an employee of Devine will check each individual's identification before given access into the establishment through a locked door. The individual's identification will be checked again at the register before the purchase of any marijuana or marijuana products.

All labeling and marketing material will be in compliance with CMR 500.105 (4), (5), and (6) concerning marketing, advertising, labeling, and packaging of marijuana and marijuana products, including any warnings limiting use to those over 21. Marijuana products will be sold in tamper- and child-resistant packaging.

In conjunction with the proof of identification, we intend to use Leaf Logix as our POS and customer tracking system. The tracking system helps reduce the use of fraudulent identification.

Devine's online website, including any catalogs and online ordering systems, will require the individual to identify that they are 21 or older before proceeding. All advertising and marketing, including online social networks, will include appropriate warnings and labels regarding the age limit.

Devine also has plans to avoid the illegal transfer of marijuana to underage individuals by training staff in security measures and following all safety requirements, including camera and outdoor lighting requirements. All safety plans will be shared with local law enforcement and emergency responders.

All employees will be 21 or older at the time of hiring. All marijuana products on site will be stored in a locked vault in a room that will be accessible only to authorized employees of Devine.

**NEW GREEN LLC**

**EMPLOYEE HANDBOOK**

**EFFECTIVE JANUARY 1, 2020**

[insert logo]

## **WELCOME TO New Green LLC d/b/a Devine!**

As an employee of Devine (the “Company”) the importance of your contribution cannot be overstated. Our goal is to help our employees and our community grow while growing our business. You are an important part of this process, for your work directly influences the Company’s reputation.

This Employee Handbook explains our personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for you within our Company. In an effort to be responsive to the needs of a growing organization, changes or additions to this Handbook will be made when necessary. We will keep you informed when these changes are made.

This Employee Handbook and the Training Manual constitute the documents essential to your successful employment with the Company. Review them, understand their contents, and keep them with your important papers as a future reference.

We are glad you have joined us, and we hope you will find your work to be challenging, rewarding, and fun!

Sincerely, Heidi and Ari Zorn

## **INDEX**

### **I. INTRODUCTION**

#### **A. NEW EMPLOYEE ORIENTATION**

### **II. EMPLOYMENT**

#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

#### **B. SEXUAL AND OTHER UNLAWFUL HARASSMENT**

#### **C. CATEGORIES OF EMPLOYMENT**

#### **D. BACKGROUND CHECKS**

#### **E. VERIFICATION OF WORK AUTHORIZATION**

#### **F. PERSONAL DATA CHANGES**

#### **G. PROTECTING CLIENT AND COMPANY INFORMATION**

#### **H. CONFLICT OF INTERESTS**

#### **I. NON-SOLICITATION AGREEMENTS**



- J. PERSONAL RELATIONSHIPS
- K. OPEN DOOR POLICY
- L. PAY PERIODS AND PAYDAY
- M. PAYROLL DEDUCTIONS
- N. WORK SCHEDULES, OVERTIME, AND TIME RECORDS
- O. TIME RECORDS AND ACCOUNTABILITY
- P. ATTENDANCE AND PUNCTUALITY
- Q. MEAL TIME
- R. CONTACT WITH THE COMPANY
- S. STANDARDS OF CONDUCT
- T. SMOKING IN THE WORKPLACE
- U. SUBSTANCE ABUSE
- V. ACCESS TO PERSONNEL FILES
- W. INQUIRIES AND REFERENCES
- X. SOLICITATION AND DISTRIBUTION
- Y. SEVERE WEATHER
- Z. ELECTRONICS POLICY
- AA. WHISTLEBLOWER POLICY
- BB. DRESS AND APPEARANCE POLICY
- CC. BULLETIN BOARDS
- DD. CARE OF COMPANY PROPERTY
- EE. DISCIPLINARY ACTION
- FF. PERFORMANCE IMPROVEMENT PLANS
- GG. IF YOU MUST LEAVE US
- III. BENEFITS
  - A. HOLIDAYS
  - B. MILITARY LEAVE

C. JURY DUTY/WITNESS LEAVE

D. PERSONAL LEAVE OF ABSENCE

E. WORKERS' COMPENSATION

#### IV. SAFETY IN THE WORKPLACE

A. SAFETY PROGRAM

B. EACH EMPLOYEE'S RESPONSIBILITY

C. WORKPLACE VIOLENCE

D. WEAPONS

E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

#### I. INTRODUCTION

The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changing from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in an effective and efficient manner. This Employee Handbook supersedes and replaces any and all prior handbooks, policies, procedures, and practices of the Company.

This Employee Handbook also summarizes the current benefit plans maintained by the Company. This Employee Handbook is not contractual in nature and does not guarantee any continuation of benefits.

The Company adheres to the policy of employment at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this Employee Handbook, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this Handbook may be added to, deleted or changed by the Company in its sole discretion, except that we will not modify our policy of employment-at-will in any case.

#### A. NEW EMPLOYEE ORIENTATION

After reading this Employee Handbook, please sign the receipt page and return it to the Company. You will be asked to complete personnel, payroll, and benefit forms at that time.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify \_\_\_\_\_ (the "Human Resources Manager") as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department and (s)he is a good source of information about the Company and your job.

## II. EMPLOYMENT

### A. EQUAL EMPLOYMENT OPPORTUNITY

The Company does not discriminate based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability in the provision of or access to services, employment and activities. This is in accordance with all applicable Federal and State laws.

More specifically, it is the policy of the Company to make all employment decisions solely on the basis of an individual's merit, qualifications and abilities, and without regard to race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability. This policy applies to all aspects of employment, including hiring, training, performance reviews, promotions, discipline and termination.

### B. SEXUAL AND OTHER UNLAWFUL HARASSMENT

#### 1. Introduction

It is the Company's goal to promote a workplace that is free of sexual harassment and harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability. Harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Company takes allegations of harassment seriously, we will respond promptly to complaints of harassment and, where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that the Company has authority to discipline or take remedial action for all workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment or harassment generally.

#### 2. Definition of Sexual Harassment

In Massachusetts, the legal definition for "sexual harassment" is sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions;  
or

- b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually-oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- a. Unwelcome sexual advances, whether they involve physical touching or not;
- b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies or prowess;
- c. Displaying sexually suggestive objects, pictures, cartoons;
- d. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- e. Inquiries into one's sexual experiences; and
- f. Discussion of one's sexual activities.

### **3. Other Forms of Harassment**

Harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability may include conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating.

### **4. Complaints and Investigation of Harassment**

All employees should take special note that retaliation against an individual who has complained about harassment and retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated by this organization.

If any of our employees believe that he or she has been subjected to harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. If you



would like to file a complaint, you may do so by contacting the Human Resource Manager.

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and private interviews with witnesses. When we complete our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

#### **5. Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

#### **6. Federal and State Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment or other harassment prohibited by this policy, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a 300-day time period for filing a claim.

<b>State</b>	<b>Federal</b>
Massachusetts Commission Against Discrimination Ashburton Place Boston, MA 02108 (617) 994-6000	U.S. Equal Employment Opportunity Commission 1 JFK Federal Building, Government Center Boston, MA 02203 (617) 565-3200

#### **7. No Retaliation**

No adverse action will be taken against an employee for reporting or participating in the investigation of a violation of this policy. The Company prohibits any form of retaliation against an individual for reporting any violation or participating in any investigation under this policy in good faith. Employees who believe they have been retaliated against in violation of this policy are urged to utilize the grievance procedure described above.

#### **8. Disciplinary Action**

The Company will not condone, permit or tolerate harassment of employees in any manner

whatsoever. Any employee who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action up to, and including, suspension or termination. In addition, the Company reserves the right discipline employees or take remedial action for workplace conduct which the Company deems unacceptable, regardless of whether or not that conduct satisfies the definition of unlawful harassment.

False accusations of sexual harassment will not be tolerated and will be treated by the Company with the same severity as any violation of this policy.

Likewise, retaliation is strictly prohibited and will result in disciplinary action, up to and including termination.

### C. CATEGORIES OF EMPLOYMENT

FULL-TIME EMPLOYEES regularly work at least 30 hours each week.

PART-TIME EMPLOYEES work less than 30 hours each week and are eligible for statutory benefits only.

In addition, employees will also be classified by the Company as nonexempt or exempt, in accordance with federal and state wage-hour laws. Non-exempt employees are eligible for overtime pay consistent with the Company's policy, while exempt employees are not eligible for overtime pay.

Upon hire, your supervisor will notify you of your employment classification. Regardless of your employment classification you are required to maintain a time sheet or otherwise document your hours worked in any other way management designates as appropriate for your position.

### D. BACKGROUND CHECKS

Once an offer of employment has been made, the Company will conduct a criminal background check on the employee. The Company will make every effort to expedite this check.

Unsatisfactory results of the background check will result in the withdrawal of an offer of employment or the immediate termination of employment.

### E. VERIFICATION OF WORK AUTHORIZATION

All employers are required by the Immigration and Reform Control Act of 1986 to verify that all employees are authorized to work in the United States. This means that new employees must present documentation that establishes their U.S. citizenship, permanent resident status, or work authorization for non-immigrant aliens. Prior to beginning work, employees must complete an Employee Eligibility Verification Form I-9 and present appropriate verification documents to the President or a designated member of management.

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe child support, it will send us an order

requiring us to withhold money from your paycheck to pay your child support obligations.

#### F. PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Human Resource Manager of changes in personal information, including changes of name, address, telephone number, marital status, number of dependents, beneficiaries, person to contact in case of emergency and other personal data relating to payroll records and employee benefits.

#### G. PROTECTING CLIENT AND COMPANY INFORMATION

All employees will be expected to execute a Confidentiality Agreement. The appropriate agreement will be discussed and presented by management at or before the time of hire.

#### H. CONFLICT OF INTERESTS

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Transactions with outside firms must be conducted within a framework established and controlled by the management of the Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or a third party. Promotional plans that could be interpreted to involve unusual gain require specific management-level approval.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Human Resource Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect you and the Company.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. In the event that you have questions regarding this policy, contact the Human Resource Manager for more information.

#### I. NON-COMPETITION/NON-SOLICITATION AGREEMENTS

All employees will be required to sign non-competition and/or non-solicitation agreements as a condition of employment with the Company. The appropriate agreement will be presented by management at or before the time of hire.

#### J. PERSONAL RELATIONSHIPS

This policy is implemented in order to avoid or reduce the risk of workplace disruption, morale problems, and actual or apparent conflicts of interest, favoritism and discrimination. It applies to all categories of employment at the Company, including full-time, temporary, and part-time classifications. In considering and addressing issues relating to personal relationships between employees, including the employment of relatives or significant others, the following guidelines apply:

- For purposes of this policy a “relative” is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. For purposes of this policy, a “significant other” is defined as someone with whom an employee has a romantic or sexual relationship.
- Relatives or significant others are not allowed to work in positions in which the Company believes an inherent conflict of interest would exist. This includes working as supervisor and subordinate, within the same “chain of command,” or otherwise such that the work responsibilities, compensation, or job or career progress of one could be influenced by the other. Employees who find themselves in such positions are required to promptly bring the matter to the attention of the Human Resource Manager
- Dating is prohibited between employees when one of the employees could be in a position to influence the work responsibilities, compensation, and job or career progress of the other.
- Any exceptions to the above require management approval and may be subject to certain terms, conditions and restrictions that management may impose. Management will take such action as it deems appropriate, in its sole discretion to address situations involving violations of the above guidelines, or that otherwise are considered to create issues of workplace disruption, negative employee morale, or actual or apparent conflicts of interest, favoritism or discrimination.

#### K. OPEN DOOR POLICY

We encourage you to bring your questions, suggestions and complaints to our attention. We are always interested in hearing constructive ideas and suggestions for improving our operations. Please forward your suggestions to your supervisor or the Human Resource Manager. Consideration will be given to each of these in our continuing effort to improve operations.

If you feel you have a problem, you should present the situation to your supervisor so the problem can be settled by examination and discussion of the facts. We hope that he/she will be able to satisfactorily resolve most matters.

If you find that you still have questions after meeting with your supervisor or that you would like further clarification on the matter, you may request a meeting with the Human Resource Manager. She will review the issues and may meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important to us, so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way



because you choose to use this procedure.

#### L. PAY PERIODS AND PAYDAY

You will be paid bi-weekly on Fridays for the fourteen-day period which begins on a Sunday and ends on the Saturday preceding the pay day. When payday falls on a holiday, you will be paid on the last working day before the holiday. Further information concerning the pay structure will be provided to you by your supervisor, including the location where your paycheck will be available for you to pick up.

#### M. PAYROLL DEDUCTIONS

Payroll deductions are made for required state and federal withholding taxes, FICA (Social Security), and Medicare tax. Any employee who wishes the Company to make any other deductions must submit a signed authorization to the Human Resource Manager (for example, authorized charitable contributions, and any amounts owed to the Company). Unless otherwise required by law, the Company may accept or reject requests for other deductions at its sole discretion.

In the event that a client payment is lost or misplaced by an employee, the Company may, in its sole discretion, deduct an amount equal to the lost or misplaced payment from the employee's paycheck.

#### N. WORK SCHEDULES, OVERTIME AND TIME RECORDS

An individual's normal workweek and daily schedule are dependent upon his/her particular job and the need to provide adequate coverage and allow for timely completion of responsibilities and assigned tasks. An individual's daily and workweek schedules will be adjusted by his/her supervisor each week.

There may be times when you will need to work overtime so that we may successfully meet the needs of our clients. All overtime must be approved in advance by your supervisor and must be recorded on your time record.

Nonexempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked over 40 in a week. Only actual hours worked count toward computing weekly overtime. Exempt employees are not eligible for overtime pay.

All employees, regardless of exempt or non-exempt status are required to maintain daily time sheets in order to report time worked and time off accurately and properly. Failure to do so or falsification of such information is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal.

#### O. TIME RECORDS AND ACCOUNTABILITY

All employees are expected to maintain a daily time sheet so the Company will have an accurate accounting of all hours worked. All employees must record any time spent for vacation, sick leave and other absences from work. Employees also must indicate when they began and ended

each work day along with any time taken off from work during the day.

Since these time sheets are the basis on which an hourly employee is paid, he or she should be sure to complete them fully and properly every day. Falsification of a time sheet or reconstructing a time sheet at a later date is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal at the discretion of the Company.

#### P. ATTENDANCE AND PUNCTUALITY

Regular and reliable attendance and punctuality are important factors for your success within our Company. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify management two hours before your scheduled start time or as soon as possible before the start of your shift. If no one answers, you must also send an email regarding the change in your schedule as soon as possible.

If you are absent for two (2) days without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you may, at the discretion of the management of the Company, be removed from the payroll.

Unauthorized or excessive absence and/or tardiness will result in disciplinary action, including but not limited to, discharge from employment.

#### Q. MEAL TIME

A 30-minute, unpaid meal break is provided each day to employees who are scheduled to work more than 6 consecutive hours. You may schedule this time as your work load permits. You must record your meal break as unpaid meal time.

#### R. CONTACT WITH THE COMPANY

The Company should know your location at all times during business hours. You must notify your supervisor of outside appointments or travel between clients.

#### S. STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of the business, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension without pay and discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: making false statements and/or misrepresentations on an application for employment, violation of the Company's policies or safety rules, insubordination, poor attendance, possession, use or sale of alcohol or controlled substances on work premises or during working hours, unauthorized possession, use or sale of weapons, firearms or explosives on work premises, poor performance,

theft or dishonesty, or physical harassment, sexual harassment or discourteous behavior toward fellow employees, visitors, customers, or other members of the public. These examples are not all-inclusive. We emphasize that disciplinary decisions will be based on an assessment of all relevant factors.

#### T. SMOKING IN THE WORKPLACE

Our Company is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking is not allowed anywhere at the Company's retail location or main office.

#### U. SUBSTANCE ABUSE

No employee shall work, report to work, or be present on Company premises or engage in Company- related activities or business while under the influence of alcohol or controlled substances which affect job safety or performance.

The unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, or use of alcohol or controlled substances on Company premises or while engaged in Company-related activities is also strictly prohibited. Any violation of this substance abuse policy may result in disciplinary action up to and including discharge.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of the employees' work areas, vehicles, or other suspected areas of concealment, in certain circumstances. Full compliance with this substance abuse policy is a condition of employment and continued employment.

An exception to this policy's prohibition on consumption or presence of alcohol in the workplace may be made from time to time for Company-sponsored social events. However, even in these situations, employees are still expected to act appropriately and be in control at all times.

#### V. ACCESS TO PERSONNEL FILES

Employees, upon request, will have the opportunity to inspect their own personnel files and to have a copy of the record within five (5) days pursuant to Massachusetts Law if desired. Employees subject to an investigation at the time of request will not be allowed access if disclosure of such information would prejudice law enforcement. The Company may charge a reasonable fee related to the cost of supplying the documents. If you disagree with any information contained in the file and no agreement can be reached as to its removal or correction, you can submit a written statement explaining your position. Such a statement will become part of the file.

#### W. INQUIRIES AND REFERENCES

Inquiries concerning past or present employees are handled by the Human Resource Manager. Any employee who receives a call or letter from any outside individual regarding an employee or former employee should refer the matter to the Human Resource Manager. Generally, the

Company will only confirm dates of employment and positions held.

#### X. SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature or other materials is also prohibited during working time and in working areas at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times. All such persons should be directed to management.

#### Y. SEVERE WEATHER

It is the Company's policy to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the Company reserves the right to close the business.

On days of extraordinarily inclement weather, we will make a decision about closing by 6:15 AM and then transmit that closure message to our employees via email, telephone call, and text message. As such, you should listen for a phone call or message from your manager between 6:15 and 6:30 AM on these days. Employees will not be compensated for days on which the office is closed.

If the office remains open on an adverse weather day, employees who report to work will receive their normal pay for the day. If an employee elects not to report to work on a day the business is open, he or she will not be paid for the day.

Regardless of whether the office is open or closed, we encourage you to use common sense when making your decision as to whether you will come to work during inclement weather. If you elect not to work on a given day, please call the Human Resource Manager to advise of your status for the day at least two (2) hours before your scheduled start time.

#### Z. ELECTRONICS POLICY

##### **Personal Devices In The Workplace**

Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees or clients in the workplace or during working time. Violations of this policy may result in immediate discipline (including the possibility of termination), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the Company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of Company management and the recording device is being used in an authorized manner to further Company business.

Prohibited "recording devices" under this policy include but are not limited to cameras, camcorders, MP3's, iPods, iPads, DVDs, CDs, and other video, voice or image recorders. Cellular telephones and PDAs with camera/video capability are allowed in the workplace



provided such capabilities are disabled. Such capabilities may only be used with express authorization from a Company manager and only for job-related purposes.

## **Social Media Policy**

***NOTE: The Company understands that employees may use social media to engage in “concerted activity” under the National Labor Relations Act. Nothing in this policy prohibits or restrains employees from engaging in such activity, and this policy will not be construed or applied to prohibit or restrain employees from engaging in such activity.***

The Company respects the right of its employees to participate in various social media for personal purposes. However, the Company does not allow its employees to access and use social media for personal purposes during work hours. While “social media” is an evolving concept, for purposes of this policy, that term includes all digital, electronic and on-line resources that enable individuals to create, access, monitor, and/or maintain content or communications, and specifically includes social media like Facebook, MySpace, Twitter, LinkedIn, YouTube, blogs, micro-blogs, wikis, photo sharing sites, video sharing sites, electronic message boards, webmail (e.g., Gmail, Yahoo, MSN, Comcast, AOL, etc.), text messaging, and instant messaging.

While employees may identify themselves as an employee of the Company on social media, they must not discuss any confidential or internal information regarding the Company, its staff, or its members. If you choose to identify yourself as a Company employee, please bear in mind that some readers may view you as a spokesperson for the Company.

To the extent an employee participates in social media and is identified as a Company employee either directly (e.g., in the actual content posted) or indirectly (e.g., in a profile for the employee), then the following rules apply:

1. Employees shall not make any statement, post any content, or engage in any conduct that is illegal or unlawful, or violates any applicable federal, state, or local law.
  2. Employees shall not make any statement, post any content, or engage in any conduct that is profane, obscene, or offensive to a person of reasonable sensibilities.
  3. Employees shall not make any statement, post any content, or engage in any conduct that is sexually explicit or otherwise violates the policies contained in this Employee Handbook, including but not limited to the sexual and other unlawful harassment policy.
  4. Employees shall not make any statement, post any content, or engage in any conduct that demeans, disparages or diminishes the personal or professional reputation, character or characteristics of the Company, another employee of the Company, or a member of the Company.
- 
1. Employees shall not use or disclose any information, document or data that is confidential or proprietary to the Company, another employee of the Company, or a member of the Company.
  2. Employee shall not post any photographs or video depicting any event, employee, or

member of the Company without the express authorization of management.

3. Employees shall not make any statement, post any content, or engage in any conduct attributable to the Company without the express authorization of management. Employees shall include a disclaimer on the social media site making it clear to all readers that the views expressed are the employee's alone and do not reflect the views of the Company.
4. Employees shall not use the Company logo on any social media site without the express, written permission of management.

Regardless of whether or not an employee is identified as a Company employee on social media, the employee shall not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Employees may consult Company management and/or any applicable confidentiality agreement for guidance about what constitutes confidential information.

Violation of this policy will result in discipline up to and including termination of employment.

#### AA. WHISTLEBLOWER POLICY

The Company is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the Company's practices, specifically (1) reporting suspected violations of law, (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement agency or other governmental body and (3) identifying potential violations of Company policy, including the policies contained in the Employee Handbook.

##### **Reporting Responsibility.**

It is the responsibility of all employees to report suspected violations of law or Company policy in accordance with this Whistleblower Policy.

##### **Acting in Good Faith.**

Anyone reporting a suspected violation of law or Company policy must be acting in good faith and have reasonable grounds for believing the information disclosed. Any allegations that are unsubstantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

##### **No Retaliation.**

The Company expressly prohibits any form of retaliation against employees who raise in good faith suspected violations of law, cooperate in governmental hearings, inquiries or investigations, identify potential violations of the Company's policies, or who refuse to carry out an illegal directive. The Company will not discharge, demote, suspend, threaten, harass, or in any manner discriminate or retaliate against any such employee. Anyone who engages in such prohibited retaliatory conduct will be subject to disciplinary action. Any conduct which is perceived as retaliatory should be reported immediately as set forth herein.

**Reporting Violations.**

Employees may make reports under this Whistleblower Policy to their supervisor or the Human Resources Manager, provided, however, that any complaint involving a supervisor or the Human Resources Manager should be reported directly to Dan Carlson.

All complaints will be investigated promptly in the manner and to the extent deemed reasonably necessary.

**Confidentiality.**

Reports of violations or suspected violations under this Whistleblower Policy may be submitted on a confidential basis by the complainant or may be submitted anonymously. Such reports will be kept confidential to the extent possible, consistent with the need of the Company to conduct an adequate investigation.

**BB. DRESS AND APPEARANCE POLICY**

The personal appearance of our employees is a critical element of our Company's business. Neat and well-groomed personnel make a positive and lasting impression on our clients. Accordingly, appropriate dress for the job includes but is not limited to, business casual attire, athletic or active outdoor clothing, or any clothing that allows the employee to perform his or her job duties in a safe and responsible manner, but which is not dirty or visibly worn. Bathing suit tops or similar articles of clothing are not permissible forms of attire. We have also established the general guidelines for employee dress described below.

Anyone arriving at work dressed in violation of the policy will be required go home to change and return to work, and may also be subject to disciplinary action.

**General Guidelines:**

- Clothing should be worn that allows the employee to perform his or her job duties in a safe and responsible manner.
- Employees must be clean and neatly groomed. This includes clothing and visible skin areas. Employees are responsible for keeping their clothing clean.
- Employees should be neat and conservative in the appearance and styling of their hair. Hair should be neatly groomed while at work. Unconventional hair styles, including brightly colored dyes and unconventional shaving, are subject to the discretion of management.
- Facial hair is permitted as long as it is neat and well-trimmed.
- Jewelry/ Body Piercing: Employees, both male and female, should be conservative in their jewelry selection. Excessive, unconventional and/or large earrings, bracelets, necklaces are not to be worn. Visible body piercing is restricted to small studs. Rings through the nose, eyebrow, tongue or body parts (other than the ear lobe) visible to the public may not be worn while working.

- Tattoos: Tattoos may be exposed, subject to the discretion of management, and provided the exposed tattoo does not display: (i) images that are offensive, obscene, or racist; (ii) images that display alcoholic beverage or other drugs, nudity, innuendo, obscenities, violent images, sexual references, gang identification; or (iii) images which advocate prejudice or harassment or discrimination against a religion, race, ethnicity, sexual orientation, disability, or other category protected by law. Employees may be required to cover exposed tattoos at the request of Company management, if it is determined that exposed tattoos are excessive or inappropriate for any reason, in the sole discretion of management.
- All employees are encouraged to pay particular attention to general hygiene (including oral hygiene), as frequent interaction with customers is required.
- Uniform/Dress Code standards are monitored and enforced by management and exceptions may be made for bona fide requirements of a religion to which an employee practices or adheres.
- Failure to comply with these dress code standards, including any additional direction from management may result in disciplinary action up to and including termination.

#### CC. BULLETIN BOARDS

Company-wide memos and bulletin boards are provided to keep everyone informed about new policies, changes in procedures and Company-related events. In addition, the Company posts certain notices, such as wage and hour information and other employment rights, in accordance with government requirements. You are required to read the bulletin boards regularly so that you will be familiar with the information posted on them.

Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board. If you want to have work-related notices posted on the Company bulletin boards, please see management in advance to obtain permission to do so.

#### DD. CARE OF COMPANY PROPERTY

You are expected to use proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

#### EE. DISCIPLINARY ACTION

There are times when it may become necessary to discipline an employee. The disciplinary action taken will depend on the Company's evaluation of the seriousness of the infraction. As a general rule, verbal warnings will be given to employees for mistakes or infractions deemed by management to be of a less serious nature. Three or more repeated infractions and/or more serious errors or misconduct may result in written warnings, suspension or immediate discharge. In certain circumstances, the Company may, in its sole discretion, implement a performance improvement plan for unsatisfactory performance. Matters deemed to warrant immediate discharge include, but are not limited to: making false statements and/or misrepresentations on an

application for employment; gross neglect of duties; gross insubordination; violations of Company confidentiality rules; excessive tardiness or absenteeism; absence from work without satisfactory explanation; reporting for work under the influence of alcohol and/or an illegal drug; misappropriation of Company property or other illegal activities; demonstrated discourtesy to any client, vendor, or fellow employee; any inappropriate behavior which may adversely affect the health, safety, or welfare of other employees; and falsification of employment records or time sheets. Nothing herein should be interpreted to suggest that any form of discipline will necessarily precede another.

Management reserves the right to determine the appropriate discipline based on the circumstances.

Employees of the Company are expected to exercise common sense and good judgment and to conduct themselves in a manner that will be a credit to themselves and the Company.

#### FF. PERFORMANCE IMPROVEMENT PLANS

Employees whose job performance is not satisfactory may, in the discretion of the Company, be evaluated under a Performance Improvement Plan. This Plan consists of a written appraisal by the employee's supervisor, describing the specific performance problem(s) and the expected improvement, and a discussion of the evaluation between the employee and the supervisor in the presence of the Human Resource Manager. The employee will be asked to sign the evaluation to acknowledge its receipt.

Follow-up evaluations generally will be conducted at certain designated times, and improvement will be expected. If the desired results do not occur within the timeframes specified, or if the employee's job performance or conduct is in any way unsatisfactory, further disciplinary action can be taken in the Company's discretion, up to and including immediate dismissal.

#### GG. IF YOU MUST LEAVE US

All employees are employed "at-will." This means that either the Company or the employee can terminate the employment relationship at any time with or without cause or notice.

Should you decide to leave your employment with us, we ask that you provide the Company at least two weeks' advance notice. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All Company property, including but not limited to, equipment, supplies, documents, and keys must be returned upon termination. Otherwise, the Company may take further action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

### III. BENEFITS

#### A. HOLIDAYS



Our Company normally observes the following holidays during the year. They are:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

The Company will be closed on each of the foregoing holidays and employees will not be scheduled for work on these days. The actual calendar day on which the Company will observe each holiday will be posted at the beginning of each year. Employees will not be compensated for holidays.

## B. MILITARY LEAVE

The Company complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") relating to employees who are part of the uniformed services. Any employee who volunteers for or is called to service in any of the uniformed services will be placed on an unpaid leave of absence for the time away in connection with military training or service. The cumulative length of leave for military service is generally up to five years. There are some exceptions to the five year restriction; please see the Controller for more details.

**Note:** Please inform your manager, preferably in writing, as soon as you know about your military commitments to allow for any workload adjustments. It is important that you provide adequate notice, so that you do not lose your reinstatement rights described below.

### **Reinstatement Rights After a Military Leave**

When you return from a Military Leave, you will be reinstated to your former job if you meet the requirements described in USERRA, including:

- You are released from military service under honorable conditions, and
- You apply for reinstatement within a timely manner

Up to 30 days	You must report back to work at the beginning of the first workday on the first full calendar day after 8 hours after returning home.
31 to 180 days	You must apply for reinstatement within 14 days after completion of service.
181 days or more	You must apply for reinstatement within 90 days after completion of service.

If you are on Military Leave for more than 30 days, the Company may request documentation of your eligibility for reinstatement. If your former job has been eliminated, you may be entitled to be reinstated to an available equivalent position. You cannot be guaranteed a job, however, if your former position has been eliminated under circumstances where the law does not require reinstatement. Employees lose their reinstatement rights under this Military Leave policy when

the period of leave exceeds the maximum allowed.

### **No Discrimination/No Retaliation**

It is the Company's intent to comply with all Federal, State and local regulations regarding employees who qualify for Military Leave. The Company will not discriminate or retaliate against an employee based on military affiliation.

### **How to Request a Military Leave**

If you need to request a Military Leave, please contact the Human Resources Manager. An unpaid military leave of absence will be granted to employees who are absent from work because of service with the U.S. uniformed services in accordance with USERRA. The continuation of health insurance benefits is available, as required by the USERRA, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Accrued vacation benefits will be preserved while an employee is on such leave; however additional vacation and holiday benefits will not accrue. The Company will comply with all USERRA regulations.

### **C. JURY/WITNESS DUTY LEAVE**

If you are summoned to serve jury duty, the Company will pay you your regular pay for the first three days of jury service. Thereafter, you will be paid only the amount you receive from the court for serving as a juror. All employees are allowed unpaid time off if summoned to appear in court as witnesses for other than Company-related business. An employee summoned to court as a witness for Company-related business will be paid.

If the Court releases you with more than two (2) hours remaining of your scheduled workday, you are required to report back to work.

To qualify for paid jury or witness duty leave, you must give a copy of the summons to serve to the Human Resource Manager as soon as it is received. In addition, proof of service must be submitted to the Human Resource Manager when your period of jury or witness duty is completed.

### **D. PERSONAL LEAVE OF ABSENCE**

Under special circumstances, employees may be granted a personal leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Human Resources Manager.

Employees must submit a written request for the leave to the Human Resources Manager as soon as practicable after learning of the need for the leave. The request must include the reason for the leave and an estimated duration of the leave. The Company will require proof of the need for the leave where this is appropriate.

In circumstances where an approved leave is 30 days or less, the Company will make reasonable efforts to return an eligible employee to the same or a similar job as held prior to the leave of absence, subject to staffing and business requirements. Reinstatement for leaves beyond 30 days

is not guaranteed. Any employee who does not return to work at the end of an approved personal leave will be deemed to have resigned from employment.

#### E. WORKERS' COMPENSATION

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by Workers' Compensation insurance. The amount of benefits payable and duration of payment depend upon the nature of your injury or illness. In general, however, all medical expenses incurred in connection with a covered injury or illness are paid in full, and partial salary payments are provided beginning with the sixth consecutive day of your absence from work. Under present Massachusetts law, these partial salary payments are not paid for the first five (5) days of disability unless the disability continues for twenty-one (21) days or longer.

If you are injured or become ill on the job no matter how minor the injury or sickness, you must immediately report such injury or illness to your supervisor and the Human Resources Manager. The Company requests that any injury or illness be reported within twenty-four (24) hours from the date of accident. Failure to follow this procedure may result in the appropriate Workers' Compensation report not being filed in accordance with state laws, which may consequently jeopardize your claim for benefits in connection with the injury or illness.

#### F. EARNED SICK TIME

All employees of the Company shall be eligible to accrue and use paid sick time. Sick time accrues at the rate of one hour for every thirty hours worked per calendar [fiscal] [anniversary] year, up to a maximum of 40 hours. For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule. Up to 40 hours of unused sick time may be carried over into the following year.

##### Use of Sick Time

Employees may not use more than 40 hours of accrued sick time per calendar year. Accrual of sick time begins on the employee's date of hire, but employees may not use such earned sick time until 90 days after their start date.

Sick time is provided to allow employees to:

1. care for employee's own physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
2. care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;

4. address the psychological, physical, or legal effects of domestic violence; and
5. travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. Sick time cannot be used as an excuse to be late for work without notice of an authorized purpose. If an employee's absence from work requires the Company to call in a replacement worker to cover the absent employee's job functions, the Company may require the absent employee to use an equal number of hours of sick time as were worked by the replacement.

The employee and supervisor may mutually agree that an employee will work and be paid for an equivalent number of additional hours for shifts during the same for the next pay. As the hours or shift taken as sick time. In those cases the employee will not be required to use accrued sick time, and the company will not pay for the time that the employee was absent.

#### **Absence Notification Procedures**

If an employee determines that the employee needs to be absent, to be late or to leave work early, the employee must give advance notice to his or her supervisor. Notice should be provided in person, by telephone or email [*or text*].

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employer must provide seven days advance notice, or more if possible.

If the absence is not foreseeable, the employee must provide notice to his or her supervisor at least 12 hours before the start of the employee's shift. If 12 hours notice is not feasible due to accidents or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice on a daily basis, unless circumstances make such notice unreasonable.

#### **Verification of Use of Sick Time**

The company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

1. exceeds 24 consecutively scheduled work hours or three consecutive days on which the

- employee is scheduled to work;
2. occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
  3. occurs after four unforeseeable and undocumented absences within a three-month period.

In other circumstances, the Company may, at its discretion, require the employee to personally verify in writing that they have used sick time for an allowable purpose.

Required documentation must be submitted within 7 days of the absence. Additional time may be granted for good cause shown.

If an employee fails to timely comply with the Company's documentation requirements for the use of unpaid sick time, the company may deny future use of an equivalent number of hours of accrued sick time until the documentation is provided.

### **Company Expectations Regarding Attendance**

Employees should remember that regular, reliable attendance and timeliness is expected. If an employee is repeatedly absent, late or leaves work early for reasons not covered by earned sick time, is absent or tardy for more than 40 hours in a year, commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time or exhibits a clear pattern of taking sick time on days just before or after a weekend, vacation or holiday, the employee may be subject to disciplinary action.

### **Payout of Sick Time**

Sick time is not payable on termination of employment.

## **G. PARENTAL LEAVE**

Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. To be eligible, you must have completed the company's initial probationary period. You must provide at least two weeks written notice of your date of departure and intention to return to work following the leave or provide notice as soon as is practicable if the delay in notice is for reasons beyond your control.

Leave may be taken for the purpose of giving birth, for adopting a child under the age of 18 (twenty-three if the child is mentally or physically disabled), for placement of a child under the age of eighteen (twenty-three if the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two employees of the Company require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them.

Employees on Parental leave may, but are not required to, apply unused vacation or sick time or personal days towards the leave period. However, no sick time or vacation time or personal days will accrue during the leave. Health coverage will continue on the same basis as before the leave.

On returning to work, you will be restored to your position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leaf. Would have resulted in a layoff and leave not been taken.

Employees on Parental leave may request unpaid leave in excess of the eight (8) weeks. However, you should be aware that you may not be entitled to the same reinstatement or benefits rights upon your return to work for more than eight (8) weeks leave.

#### IV. SAFETY IN THE WORKPLACE

##### A. SAFETY PROGRAM

Certain job functions have particular requirements for safe performance, and may require the use of safety procedures and/or personal protective equipment. In these cases, you will be informed by your supervisor that it is required that employees adhere to these requirements. Personal protective equipment and safety training, if any is required, will be provided by the Company.

An employee must immediately report any accidents, incidents or injuries, however minor, to his or her manager or supervisor. An employee also must report any unsafe condition immediately to his or her manager or supervisor.

An employee must not perform any task he or she feels could cause injury or harm, to self or co-workers. An employee must cooperate with any request by his or her manager or supervisor to discontinue or modify any task determined to be unsafe to the employee or co-workers.

Violation of any safety policy or guideline is grounds for disciplinary action, up to and including immediate dismissal.

##### B. EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork. Each employee, supervisor and manager must Company safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use or being under the influence of alcoholic beverages or illegal drug substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the Company's property is forbidden.
3. Use, adjust and repair equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe



procedure, don't guess, ask your supervisor.

6. Know the locations, contents and use of first aid and firefighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination.

### C. WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are encouraged to report and participate in an investigation of any suspected or actual cases of workplace violence. Your failure to report or fully cooperate in the Company's investigation could result in discipline.

Violations of this policy will not be permitted and may result in disciplinary action up to and including discharge.

### D. WEAPONS

Employees are strictly prohibited from bringing firearms, knives, explosive devices (including fireworks) or other weapons onto the Company's premises, which includes all buildings and land adjacent thereto, or carrying them while engaged in Company business outside of the Company's premises. Violators will be subject to appropriate disciplinary action up to and including immediate dismissal.

### E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

The Company strictly prohibits horseplay, fighting, abusive or threatening language, or other disruptive or offensive conduct on its premises. Theft or the willful destruction of Company property or of the personal property of another employee also is regarded as a serious offense. Employees must not remove any Company equipment or Company-owned personal property without express, prior permission from Company management. Any of the foregoing infractions will be deemed serious disciplinary violations which may result in immediate discharge.

## RECEIPT OF EMPLOYEE HANDBOOK

I have this day received a copy of the New Green LLC, d/b/a Devine Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. If I need assistance in reading or understanding these policies, it will be provided by the Human Resources Manager. I understand that this Handbook replaces any and all prior handbooks, policies and practices of the Company.

**I understand that the policies and benefits contained in this Employee Handbook may be added to, deleted or changed by the Company at any time. I understand that neither this manual nor any other written or verbal communications by a management representative is intended to, in any way, create a contract of employment. I also understand that the Company abides by employment-at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason.**

I understand that the Company has included in this Handbook a Sexual and Other Unlawful Harassment Policy because the Company seeks to provide a workplace free of sexual and other prohibited harassment. I understand that unlawful harassment will not be tolerated by the Company.

I also understand that the Company has included a Substance Abuse policy which prohibits the use, consumption, presence and influence of alcohol and illegal controlled substances in the workplace. I understand that the Company reserves the right to inspect any part of the Company premises, including but not limited to employee vehicles or other suspected areas of concealment in order to enforce the Substance Abuse policy.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of the Human Resource Manager.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE

SIGNATURE \_\_\_\_\_

## Quality Control and Testing

### **935 CMR 500.105(3)**

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately

Hand-washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

The establishment will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls, and ceilings will be constructed in a manner that they may be adequately kept clean and in good repair.

All contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

Water supply will be sufficient for necessary operations.

Plumbing will be adequate in size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

Our establishment will provide our employees with adequate, readily accessible toilet facilities.

Storage and transportation of finished products will be under conditions which will protect them against physical, chemical and microbial contamination.

No marijuana will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.

As part of a cultivators license, they are to have all marijuana and marijuana products tested by an independent third party before it leaves their facility. Under CMR 500.160 (1) *No marijuana product including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories.*

New Green LLC d/b/a Devine will be purchasing marijuana and marijuana product from licensed cultivators in MA and we will rely on the testing facilities printout of product quality and the product must be deemed to comply with the standards required under 935 CME 500.160

Periodic testing will be performed to ensure that stored product is free of contaminants. If Devine receives laboratory results which indicate contaminant levels that are above acceptable limits, the Commission will be notified within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and we will dispose of the batch according to our policy. (See Marijuana Storage Policy.)

Within our retail facility, the General Manager will be in charge of Quality Control of the marijuana and marijuana products we carry. If there is a question of quality, the GM will take the appropriate steps to test and dispose of any product which does not meet Devine's or the Commission's quality standards. Any disposal methods will follow the regulations laid forth in the CMR.

# Personnel Policies

Attached below is the employee handbook that New Green LLC d/b/a Devine will use. In addition to the personnel policies contained therein, the ME will institute the following:

## Staffing plan

**General manager (2-4 positions):** (GM) The general manager will be in charge of overseeing the employees, the product, and the money. Qualifications for a GM include but are not limited to: Previous experience in or with:

- The retail industry.
- Knowledge of a POS systems
- Managing Staff
- Following policy and procedures
- Inventory
- Scheduling
- Basic Accounting
- Excellent Communication skills
- Completed the responsible vendor training program

The GM will create a schedule for all the staff. The GM will keep all ME Agent keycards locked in a key box in the GM office. The ME agents will retrieve their personal keycard from the GM when they report for their shift, and return the keycard to the GM to be locked up at the end of every shift. The GM will inventory the product and order more when needed. (See Inventory Policy). The GM will be in charge of cashing out the registers at the end of the shifts. The GM will inventory any products needed by the facility and order more when necessary.

The GM will have deep knowledge and understanding of all products which are offered at the establishment and will be the point of contact for any employee or customer should questions arise.

The GM will create display boxes for all the Concierge Agents at the beginning of each day. The display boxes will have recorded, weighed small amounts of what products are available for that day. At the end of the Concierge's shift, the GM will collect the box and record the product again to make sure they match. The product in the display boxes are not to be consumed or otherwise used by anyone.

The General Manager will have access to the front of the house including the front door and the vestibule door, as well as the back of the house including the staff area, fulfillment center, and the office.

The GM will be the first employee at the ME and the last one to leave the ME. The GM will have direct access to the Owners, Police, Fire, and emergency personnel.

The GM will be in charge of running all the security and other audits.

**Register Agent (4-6 positions):** (RA) The register staff will be positioned behind the register and will collect money and transfer the items sold from the window of the Fulfillment Center to the customer.

The Register Agent will have access to the area behind the counter, the floor, and the back of the house to the employee area. Qualifications for this position include but are not limited to; prior experience using a POS system, three quality references, and has completed the appropriate responsible vendor training program.

**Concierge Agent (3-6 positions):** (CA) The Concierge Agent will have full knowledge of the product sold, and the ability to guide a customer to the product they seek. The concierge will have access to a container of product which will be used for display purposes when selling to the customer. The authorized marijuana establishment agent may remove a sample of marijuana from the case and provide it to the consumer for inspection, provided the consumer may not consume or otherwise use the sample. The Concierge will check out their display box at the beginning of their shift from the GM and return them to the GM at the end of the shift. The amount of product will be weighed at check out and again at the return to ensure all the product is accounted for. The Concierge Agent will have access to the floor, and the back of the house to the employee area. Qualifications for this position include but are not limited to; previous work in the retail field, knowledge of the product, experience with a POS system, quality references, and completion of the appropriate responsible vendor training program.

**Fulfillment Agent (2-4 positions)** The fulfillment agents responsibility will be to fulfill the orders which are coming in online as well as from the Concierge Agents. The FA's will fill orders by picking from pre -weighed, pre-packaged product and placing them in a basket with the ticket which was generated by the sale. The Fulfillment Agents will have access to the back of the house employee area as well as into the fulfillment center. Qualifications for this position include but are not limited to; three quality references, knowledge of the product, and completion of the appropriate responsible vendor training program.

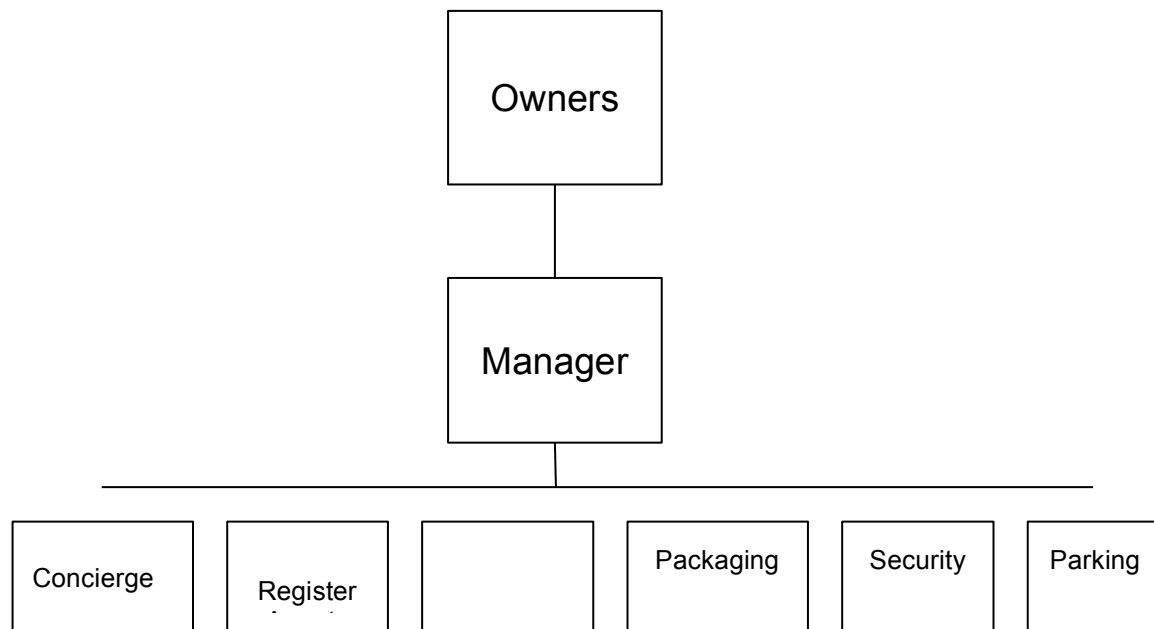
**Packaging Agents (2-4 positions)** Packaging agents will pre package flower and concentrates into containers of varying weights. The Packaging agents will have access to the back of the house employee area as well as the fulfillment center. Qualifications for this position include but are not limited to; three quality references, knowledge of the product, basic math skills, and completion of the appropriate responsible vendor training program.

**Security Staff (2-4 positions)** Security staff will be hired to provide security to the establishment by checking identification at the door as well as keeping an eye out for any individual or incident which may create a threat to the establishment. The security staff have access from the vestibule into the ME and to the back of the house to the employee area. Qualifications for this job position include training or experience with law enforcement or security, three quality references, and completion of the appropriate responsible vendor training program.



**Parking Staff (2-4 positions):** Parking staff will be onsite to help customers park and to ensure that the ME's reservation process is being followed. Parking staff will be let into the ME by the security staff and will have access to the back of the house to the employee area. Qualifications for this position include but are not limited to, three quality references, good people skills, and problem solving skills.

#### Organizational Chart



#### Records

The ME will maintain the following records relating to personnel:

1. Job descriptions for each position and organizational chart;
2. A personnel record for each marijuana establishment agent that will be maintained for at least 12 months after termination of employment, including:
  - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that maintains accessible business hours;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

#### Plan for maintaining confidential information

Personnel files that are in paper form will be maintained in a locked metal cabinet in the office. The office is separate from the retail store and only accessible to management. Personnel files will also be scanned as necessary and saved to a local drive with separate back-up.

Confidential personal information and medical information will only be obtained where necessary, and will not be shared except as required by law. Email communications will be sent securely, using a secure service provider or by sending encrypted documents. Any documents containing confidential personal or medical information that must be shared will be redacted if possible.

#### Employee handbook policies

## **INDEX**

### **I. INTRODUCTION**

#### **A. NEW EMPLOYEE ORIENTATION**

### **II. EMPLOYMENT**

#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

#### **B. SEXUAL AND OTHER UNLAWFUL HARASSMENT**

#### **C. CATEGORIES OF EMPLOYMENT**

#### **D. BACKGROUND CHECKS**

#### **E. VERIFICATION OF WORK AUTHORIZATION**

#### **F. PERSONAL DATA CHANGES**

#### **G. PROTECTING CLIENT AND COMPANY INFORMATION**

#### **H. CONFLICT OF INTERESTS**

#### **I. NON-SOLICITATION AGREEMENTS**

- J. PERSONAL RELATIONSHIPS
- K. OPEN DOOR POLICY
- L. PAY PERIODS AND PAYDAY
- M. PAYROLL DEDUCTIONS
- N. WORK SCHEDULES, OVERTIME, AND TIME RECORDS
- O. TIME RECORDS AND ACCOUNTABILITY
- P. ATTENDANCE AND PUNCTUALITY
- Q. MEAL TIME
- R. CONTACT WITH THE COMPANY
- S. STANDARDS OF CONDUCT
- T. SMOKING IN THE WORKPLACE
- U. SUBSTANCE ABUSE
- V. ACCESS TO PERSONNEL FILES
- W. INQUIRIES AND REFERENCES
- X. SOLICITATION AND DISTRIBUTION
- Y. SEVERE WEATHER
- Z. ELECTRONICS POLICY
- AA. WHISTLEBLOWER POLICY
- BB. DRESS AND APPEARANCE POLICY
- CC. BULLETIN BOARDS
- DD. CARE OF COMPANY PROPERTY
- EE. DISCIPLINARY ACTION
- FF. PERFORMANCE IMPROVEMENT PLANS
- GG. IF YOU MUST LEAVE US

### III. BENEFITS

- A. HOLIDAYS
- B. MILITARY LEAVE
- C. JURY DUTY/WITNESS LEAVE

D. PERSONAL LEAVE OF ABSENCE

E. WORKERS' COMPENSATION

IV. SAFETY IN THE WORKPLACE

A. SAFETY PROGRAM

B. EACH EMPLOYEE'S RESPONSIBILITY

C. WORKPLACE VIOLENCE

D. WEAPONS

E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

I. INTRODUCTION

The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changing from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in an effective and efficient manner. This Employee Handbook supersedes and replaces any and all prior handbooks, policies, procedures, and practices of the Company.

This Employee Handbook also summarizes the current benefit plans maintained by the Company. This Employee Handbook is not contractual in nature and does not guarantee any continuation of benefits.

The Company adheres to the policy of employment at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this Employee Handbook, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this Handbook may be added to, deleted or changed by the Company in its sole discretion, except that we will not modify our policy of employment-at-will in any case.

A. NEW EMPLOYEE ORIENTATION

After reading this Employee Handbook, please sign the receipt page and return it to the Company. You will be asked to complete personnel, payroll, and benefit forms at that time.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify \_\_\_\_\_ (the "Human Resources Manager") as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department and (s)he is a good source of information about the Company and your job.

II. EMPLOYMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

The Company does not discriminate based on race, color, religious creed, national origin, gender, sexual

orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability in the provision of or access to services, employment and activities. This is in accordance with all applicable Federal and State laws.

More specifically, it is the policy of the Company to make all employment decisions solely on the basis of an individual's merit, qualifications and abilities, and without regard to race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability. This policy applies to all aspects of employment, including hiring, training, performance reviews, promotions, discipline and termination.

## **B. SEXUAL AND OTHER UNLAWFUL HARASSMENT**

### **1. Introduction**

It is the Company's goal to promote a workplace that is free of sexual harassment and harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability. Harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Company takes allegations of harassment seriously, we will respond promptly to complaints of harassment and, where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that the Company has authority to discipline or take remedial action for all workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment or harassment generally.

### **2. Definition of Sexual Harassment**

In Massachusetts, the legal definition for "sexual harassment" is sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually-oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- a. Unwelcome sexual advances, whether they involve physical touching or not;
- b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies or prowess;
- c. Displaying sexually suggestive objects, pictures, cartoons;
- d. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- e. Inquiries into one's sexual experiences; and
- f. Discussion of one's sexual activities.

### **3. Other Forms of Harassment**

Harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability may include conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating.

### **4. Complaints and Investigation of Harassment**

All employees should take special note that retaliation against an individual who has complained about harassment and retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated by this organization.

If any of our employees believe that he or she has been subjected to harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. If you would like to file a complaint, you may do so by contacting the Human Resource Manager.

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and private interviews with witnesses. When we complete our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the



offending conduct, and where it is appropriate we will also impose disciplinary action.

#### **5. Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

#### **6. Federal and State Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment or other harassment prohibited by this policy, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a 300-day time period for filing a claim.

<b>State</b>	<b>Federal</b>
Massachusetts Commission Against Discrimination Ashburton Place Boston, MA 02108 (617) 994-6000	U.S. Equal Employment Opportunity Commission 1 JFK Federal Building, Government Center Boston, MA 02203 (617) 565-3200

#### **7. No Retaliation**

No adverse action will be taken against an employee for reporting or participating in the investigation of a violation of this policy. The Company prohibits any form of retaliation against an individual for reporting any violation or participating in any investigation under this policy in good faith. Employees who believe they have been retaliated against in violation of this policy are urged to utilize the grievance procedure described above.

#### **8. Disciplinary Action**

The Company will not condone, permit or tolerate harassment of employees in any manner whatsoever. Any employee who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action up to, and including, suspension or termination. In addition, the Company reserves the right discipline employees or take remedial action for workplace conduct which the Company deems unacceptable, regardless of whether or not that conduct satisfies the definition of unlawful harassment.

False accusations of sexual harassment will not be tolerated and will be treated by the Company with the same severity as any violation of this policy.

Likewise, retaliation is strictly prohibited and will result in disciplinary action, up to and including termination.

### **C. CATEGORIES OF EMPLOYMENT**

FULL-TIME EMPLOYEES regularly work at least 30 hours each week.

PART-TIME EMPLOYEES work less than 30 hours each week and are eligible for statutory benefits only.

In addition, employees will also be classified by the Company as nonexempt or exempt, in accordance with federal and state wage-hour laws. Non-exempt employees are eligible for overtime pay consistent with the Company's policy, while exempt employees are not eligible for overtime pay.

Upon hire, your supervisor will notify you of your employment classification. Regardless of your employment classification you are required to maintain a time sheet or otherwise document your hours worked in any other way management designates as appropriate for your position.

#### D. BACKGROUND CHECKS

Once an offer of employment has been made, the Company will conduct a criminal background check on the employee. The Company will make every effort to expedite this check. Unsatisfactory results of the background check will result in the withdrawal of an offer of employment or the immediate termination of employment.

#### E. VERIFICATION OF WORK AUTHORIZATION

All employers are required by the Immigration and Reform Control Act of 1986 to verify that all employees are authorized to work in the United States. This means that new employees must present documentation that establishes their U.S. citizenship, permanent resident status, or work authorization for non-immigrant aliens. Prior to beginning work, employees must complete an Employee Eligibility Verification Form I-9 and present appropriate verification documents to the President or a designated member of management.

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations.

#### F. PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Human Resource Manager of changes in personal information, including changes of name, address, telephone number, marital status, number of dependents, beneficiaries, person to contact in case of emergency and other personal data relating to payroll records and employee benefits.

#### G. PROTECTING CLIENT AND COMPANY INFORMATION

All employees will be expected to execute a Confidentiality Agreement. The appropriate agreement will be discussed and presented by management at or before the time of hire.

#### H. CONFLICT OF INTERESTS

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or

whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Transactions with outside firms must be conducted within a framework established and controlled by the management of the Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or a third party. Promotional plans that could be interpreted to involve unusual gain require specific management-level approval.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Human Resource Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect you and the Company.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. In the event that you have questions regarding this policy, contact the Human Resource Manager for more information.

#### I. NON-COMPETITION/NON-SOLICITATION AGREEMENTS

All employees will be required to sign non-competition and/or non-solicitation agreements as a condition of employment with the Company. The appropriate agreement will be presented by management at or before the time of hire.

#### J. PERSONAL RELATIONSHIPS

This policy is implemented in order to avoid or reduce the risk of workplace disruption, morale problems, and actual or apparent conflicts of interest, favoritism and discrimination. It applies to all categories of employment at the Company, including full-time, temporary, and part-time classifications. In considering and addressing issues relating to personal relationships between employees, including the employment of relatives or significant others, the following guidelines apply:

- For purposes of this policy a “relative” is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. For purposes of this policy, a “significant other” is defined as someone with whom an employee has a romantic or sexual relationship.
- Relatives or significant others are not allowed to work in positions in which the Company believes an inherent conflict of interest would exist. This includes working as supervisor and subordinate, within the same “chain of command,” or otherwise such that the work responsibilities, compensation, or job or career progress of one could be influenced by the other. Employees who find themselves in such positions are required to promptly bring the matter to the attention of the Human Resource Manager
- Dating is prohibited between employees when one of the employees could be in a position to influence the work responsibilities, compensation, and job or career progress of the other.
- Any exceptions to the above require management approval and may be subject to certain terms, conditions and restrictions that management may impose. Management will take such action as it

deems appropriate, in its sole discretion to address situations involving violations of the above guidelines, or that otherwise are considered to create issues of workplace disruption, negative employee morale, or actual or apparent conflicts of interest, favoritism or discrimination.

#### K. OPEN DOOR POLICY

We encourage you to bring your questions, suggestions and complaints to our attention. We are always interested in hearing constructive ideas and suggestions for improving our operations. Please forward your suggestions to your supervisor or the Human Resource Manager. Consideration will be given to each of these in our continuing effort to improve operations.

If you feel you have a problem, you should present the situation to your supervisor so the problem can be settled by examination and discussion of the facts. We hope that he/she will be able to satisfactorily resolve most matters.

If you find that you still have questions after meeting with your supervisor or that you would like further clarification on the matter, you may request a meeting with the Human Resource Manager. She will review the issues and may meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important to us, so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

#### L. PAY PERIODS AND PAYDAY

You will be paid bi-weekly on Fridays for the fourteen-day period which begins on a Sunday and ends on the Saturday preceding the pay day. When payday falls on a holiday, you will be paid on the last working day before the holiday. Further information concerning the pay structure will be provided to you by your supervisor, including the location where your paycheck will be available for you to pick up.

#### M. PAYROLL DEDUCTIONS

Payroll deductions are made for required state and federal withholding taxes, FICA (Social Security), and Medicare tax. Any employee who wishes the Company to make any other deductions must submit a signed authorization to the Human Resource Manager (for example, authorized charitable contributions, and any amounts owed to the Company). Unless otherwise required by law, the Company may accept or reject requests for other deductions at its sole discretion.

In the event that a client payment is lost or misplaced by an employee, the Company may, in its sole discretion, deduct an amount equal to the lost or misplaced payment from the employee's paycheck.

#### N. WORK SCHEDULES, OVERTIME AND TIME RECORDS

An individual's normal workweek and daily schedule are dependent upon his/her particular job and the need to provide adequate coverage and allow for timely completion of responsibilities and assigned tasks. An individual's daily and workweek schedules will be adjusted by his/her supervisor each week.

There may be times when you will need to work overtime so that we may successfully meet the needs of our clients. All overtime must be approved in advance by your supervisor and must be recorded on your time record.

Nonexempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked over 40 in a week. Only actual hours worked count toward computing weekly overtime. Exempt employees are not eligible for overtime pay.

All employees, regardless of exempt or non-exempt status are required to maintain daily time sheets in order to report time worked and time off accurately and properly. Failure to do so or falsification of such information is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal.

#### O. TIME RECORDS AND ACCOUNTABILITY

All employees are expected to maintain a daily time sheet so the Company will have an accurate accounting of all hours worked. All employees must record any time spent for vacation, sick leave and other absences from work. Employees also must indicate when they began and ended each work day along with any time taken off from work during the day.

Since these time sheets are the basis on which an hourly employee is paid, he or she should be sure to complete them fully and properly every day. Falsification of a time sheet or reconstructing a time sheet at a later date is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal at the discretion of the Company.

#### P. ATTENDANCE AND PUNCTUALITY

Regular and reliable attendance and punctuality are important factors for your success within our Company. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify management two hours before your scheduled start time or as soon as possible before the start of your shift. If no one answers, you must also send an email regarding the change in your schedule as soon as possible.

If you are absent for two (2) days without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you may, at the discretion of the management of the Company, be removed from the payroll.

Unauthorized or excessive absence and/or tardiness will result in disciplinary action, including but not limited to, discharge from employment.

#### Q. MEAL TIME

A 30-minute, unpaid meal break is provided each day to employees who are scheduled to work more than 6 consecutive hours. You may schedule this time as your work load permits. You must record your meal break as unpaid meal time.

#### R. CONTACT WITH THE COMPANY

The Company should know your location at all times during business hours. You must notify your supervisor of outside appointments or travel between clients.

#### S. STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient

operation of the business, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension without pay and discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: making false statements and/or misrepresentations on an application for employment, violation of the Company's policies or safety rules, insubordination, poor attendance, possession, use or sale of alcohol or controlled substances on work premises or during working hours, unauthorized possession, use or sale of weapons, firearms or explosives on work premises, poor performance, theft or dishonesty, or physical harassment, sexual harassment or discourteous behavior toward fellow employees, visitors, customers, or other members of the public. These examples are not all-inclusive. We emphasize that disciplinary decisions will be based on an assessment of all relevant factors.

#### T. SMOKING IN THE WORKPLACE

Our Company is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking is not allowed anywhere at the Company's retail location or main office.

#### U. SUBSTANCE ABUSE

No employee shall work, report to work, or be present on Company premises or engage in Company-related activities or business while under the influence of alcohol or controlled substances which affect job safety or performance.

The unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, or use of alcohol or controlled substances on Company premises or while engaged in Company-related activities is also strictly prohibited. Any violation of this substance abuse policy may result in disciplinary action up to and including discharge.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of the employees' work areas, vehicles, or other suspected areas of concealment, in certain circumstances. Full compliance with this substance abuse policy is a condition of employment and continued employment.

An exception to this policy's prohibition on consumption or presence of alcohol in the workplace may be made from time to time for Company-sponsored social events. However, even in these situations, employees are still expected to act appropriately and be in control at all times.

#### V. ACCESS TO PERSONNEL FILES

Employees, upon request, will have the opportunity to inspect their own personnel files and to have a copy of the record within five (5) days pursuant to Massachusetts Law if desired. Employees subject to an investigation at the time of request will not be allowed access if disclosure of such information would prejudice law enforcement. The Company may charge a reasonable fee related to the cost of supplying the documents. If you disagree with any information contained in the file and no agreement can be reached as to its removal or correction, you can submit a written statement explaining your position. Such a statement will become part of the file.

## W. INQUIRIES AND REFERENCES

Inquiries concerning past or present employees are handled by the Human Resource Manager. Any employee who receives a call or letter from any outside individual regarding an employee or former employee should refer the matter to the Human Resource Manager. Generally, the Company will only confirm dates of employment and positions held.

## X. SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature or other materials is also prohibited during working time and in working areas at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times. All such persons should be directed to management.

## Y. SEVERE WEATHER

It is the Company's policy to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the Company reserves the right to close the business.

On days of extraordinarily inclement weather, we will make a decision about closing by 6:15 AM and then transmit that closure message to our employees via email, telephone call, and text message. As such, you should listen for a phone call or message from your manager between 6:15 and 6:30 AM on these days. Employees will not be compensated for days on which the office is closed.

If the office remains open on an adverse weather day, employees who report to work will receive their normal pay for the day. If an employee elects not to report to work on a day the business is open, he or she will not be paid for the day.

Regardless of whether the office is open or closed, we encourage you to use common sense when making your decision as to whether you will come to work during inclement weather. If you elect not to work on a given day, please call the Human Resource Manager to advise of your status for the day at least two (2) hours before your scheduled start time.

## Z. ELECTRONICS POLICY

### **Personal Devices In The Workplace**

Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees or clients in the workplace or during working time. Violations of this policy may result in immediate discipline (including the possibility of termination), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the Company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of Company management and the recording device is being used in an authorized manner to further Company business.

Prohibited "recording devices" under this policy include but are not limited to cameras, camcorders, MP3's, iPods, iPads, DVDs, CDs, and other video, voice or image recorders. Cellular telephones and PDAs with camera/video capability are allowed in the workplace provided such capabilities are disabled.

Such capabilities may only be used with express authorization from a Company manager and only for job-related purposes.

## **Social Media Policy**

***NOTE: The Company understands that employees may use social media to engage in “concerted activity” under the National Labor Relations Act. Nothing in this policy prohibits or restrains employees from engaging in such activity, and this policy will not be construed or applied to prohibit or restrain employees from engaging in such activity.***

The Company respects the right of its employees to participate in various social media for personal purposes. However, the Company does not allow its employees to access and use social media for personal purposes during work hours. While “social media” is an evolving concept, for purposes of this policy, that term includes all digital, electronic and on-line resources that enable individuals to create, access, monitor, and/or maintain content or communications, and specifically includes social media like Facebook, MySpace, Twitter, LinkedIn, YouTube, blogs, micro-blogs, wikis, photo sharing sites, video sharing sites, electronic message boards, webmail (e.g., Gmail, Yahoo, MSN, Comcast, AOL, etc.), text messaging, and instant messaging.

While employees may identify themselves as an employee of the Company on social media, they must not discuss any confidential or internal information regarding the Company, its staff, or its members. If you choose to identify yourself as a Company employee, please bear in mind that some readers may view you as a spokesperson for the Company.

To the extent an employee participates in social media and is identified as a Company employee either directly (e.g., in the actual content posted) or indirectly (e.g., in a profile for the employee), then the following rules apply:

1. Employees shall not make any statement, post any content, or engage in any conduct that is illegal or unlawful, or violates any applicable federal, state, or local law.
  2. Employees shall not make any statement, post any content, or engage in any conduct that is profane, obscene, or offensive to a person of reasonable sensibilities.
  3. Employees shall not make any statement, post any content, or engage in any conduct that is sexually explicit or otherwise violates the policies contained in this Employee Handbook, including but not limited to the sexual and other unlawful harassment policy.
  4. Employees shall not make any statement, post any content, or engage in any conduct that demeans, disparages or diminishes the personal or professional reputation, character or characteristics of the Company, another employee of the Company, or a member of the Company.
- 
1. Employees shall not use or disclose any information, document or data that is confidential or proprietary to the Company, another employee of the Company, or a member of the Company.
  2. Employee shall not post any photographs or video depicting any event, employee, or member of the Company without the express authorization of management.
  3. Employees shall not make any statement, post any content, or engage in any conduct attributable to the Company without the express authorization of management. Employees shall include a



disclaimer on the social media site making it clear to all readers that the views expressed are the employee's alone and do not reflect the views of the Company.

4. Employees shall not use the Company logo on any social media site without the express, written permission of management.

Regardless of whether or not an employee is identified as a Company employee on social media, the employee shall not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Employees may consult Company management and/or any applicable confidentiality agreement for guidance about what constitutes confidential information.

Violation of this policy will result in discipline up to and including termination of employment.

#### **AA. WHISTLEBLOWER POLICY**

The Company is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the Company's practices, specifically (1) reporting suspected violations of law, (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement agency or other governmental body and (3) identifying potential violations of Company policy, including the policies contained in the Employee Handbook.

##### **Reporting Responsibility.**

It is the responsibility of all employees to report suspected violations of law or Company policy in accordance with this Whistleblower Policy.

##### **Acting in Good Faith.**

Anyone reporting a suspected violation of law or Company policy must be acting in good faith and have reasonable grounds for believing the information disclosed. Any allegations that are unsubstantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

##### **No Retaliation.**

The Company expressly prohibits any form of retaliation against employees who raise in good faith suspected violations of law, cooperate in governmental hearings, inquiries or investigations, identify potential violations of the Company's policies, or who refuse to carry out an illegal directive. The Company will not discharge, demote, suspend, threaten, harass, or in any manner discriminate or retaliate against any such employee. Anyone who engages in such prohibited retaliatory conduct will be subject to disciplinary action. Any conduct which is perceived as retaliatory should be reported immediately as set forth herein.

##### **Reporting Violations.**

Employees may make reports under this Whistleblower Policy to their supervisor or the Human Resources Manager, provided, however, that any complaint involving a supervisor or the Human Resources Manager should be reported directly to Dan Carlson.

All complaints will be investigated promptly in the manner and to the extent deemed reasonably

necessary.

### **Confidentiality.**

Reports of violations or suspected violations under this Whistleblower Policy may be submitted on a confidential basis by the complainant or may be submitted anonymously. Such reports will be kept confidential to the extent possible, consistent with the need of the Company to conduct an adequate investigation.

### **BB. DRESS AND APPEARANCE POLICY**

The personal appearance of our employees is a critical element of our Company's business. Neat and well-groomed personnel make a positive and lasting impression on our clients. Accordingly, appropriate dress for the job includes but is not limited to, business casual attire, athletic or active outdoor clothing, or any clothing that allows the employee to perform his or her job duties in a safe and responsible manner, but which is not dirty or visibly worn. Bathing suit tops or similar articles of clothing are not permissible forms of attire. We have also established the general guidelines for employee dress described below.

Anyone arriving at work dressed in violation of the policy will be required go home to change and return to work, and may also be subject to disciplinary action.

#### **General Guidelines:**

- Clothing should be worn that allows the employee to perform his or her job duties in a safe and responsible manner.
- Employees must be clean and neatly groomed. This includes clothing and visible skin areas. Employees are responsible for keeping their clothing clean.
- Employees should be neat and conservative in the appearance and styling of their hair. Hair should be neatly groomed while at work. Unconventional hair styles, including brightly colored dyes and unconventional shaving, are subject to the discretion of management.
- Facial hair is permitted as long as it is neat and well-trimmed.
- Jewelry/ Body Piercing: Employees, both male and female, should be conservative in their jewelry selection. Excessive, unconventional and/or large earrings, bracelets, necklaces are not to be worn. Visible body piercing is restricted to small studs. Rings through the nose, eyebrow, tongue or body parts (other than the ear lobe) visible to the public may not be worn while working.
- Tattoos: Tattoos may be exposed, subject to the discretion of management, and provided the exposed tattoo does not display: (i) images that are offensive, obscene, or racist; (ii) images that display alcoholic beverage or other drugs, nudity, innuendo, obscenities, violent images, sexual references, gang identification; or (iii) images which advocate prejudice or harassment or discrimination against a religion, race, ethnicity, sexual orientation, disability, or other category protected by law. Employees may be required to cover exposed tattoos at the request of Company management, if it is determined that exposed tattoos are excessive or inappropriate for any reason, in the sole discretion of management.
- All employees are encouraged to pay particular attention to general hygiene (including oral

hygiene), as frequent interaction with customers is required.

- Uniform/Dress Code standards are monitored and enforced by management and exceptions may be made for bona fide requirements of a religion to which an employee practices or adheres.
- Failure to comply with these dress code standards, including any additional direction from management may result in disciplinary action up to and including termination.

#### CC. BULLETIN BOARDS

Company-wide memos and bulletin boards are provided to keep everyone informed about new policies, changes in procedures and Company-related events. In addition, the Company posts certain notices, such as wage and hour information and other employment rights, in accordance with government requirements. You are required to read the bulletin boards regularly so that you will be familiar with the information posted on them.

Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board. If you want to have work-related notices posted on the Company bulletin boards, please see management in advance to obtain permission to do so.

#### DD. CARE OF COMPANY PROPERTY

You are expected to use proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

#### EE. DISCIPLINARY ACTION

There are times when it may become necessary to discipline an employee. The disciplinary action taken will depend on the Company's evaluation of the seriousness of the infraction. As a general rule, verbal warnings will be given to employees for mistakes or infractions deemed by management to be of a less serious nature. Three or more repeated infractions and/or more serious errors or misconduct may result in written warnings, suspension or immediate discharge. In certain circumstances, the Company may, in its sole discretion, implement a performance improvement plan for unsatisfactory performance. Matters deemed to warrant immediate discharge include, but are not limited to: making false statements and/or misrepresentations on an application for employment; gross neglect of duties; gross insubordination; violations of Company confidentiality rules; excessive tardiness or absenteeism; absence from work without satisfactory explanation; reporting for work under the influence of alcohol and/or an illegal drug; misappropriation of Company property or other illegal activities; demonstrated discourtesy to any client, vendor, or fellow employee; any inappropriate behavior which may adversely affect the health, safety, or welfare of other employees; and falsification of employment records or time sheets. Nothing herein should be interpreted to suggest that any form of discipline will necessarily precede another.

Management reserves the right to determine the appropriate discipline based on the circumstances.

Employees of the Company are expected to exercise common sense and good judgment and to conduct themselves in a manner that will be a credit to themselves and the Company.

#### FF. PERFORMANCE IMPROVEMENT PLANS

Employees whose job performance is not satisfactory may, in the discretion of the Company, be evaluated

under a Performance Improvement Plan. This Plan consists of a written appraisal by the employee's supervisor, describing the specific performance problem(s) and the expected improvement, and a discussion of the evaluation between the employee and the supervisor in the presence of the Human Resource Manager. The employee will be asked to sign the evaluation to acknowledge its receipt.

Follow-up evaluations generally will be conducted at certain designated times, and improvement will be expected. If the desired results do not occur within the timeframes specified, or if the employee's job performance or conduct is in any way unsatisfactory, further disciplinary action can be taken in the Company's discretion, up to and including immediate dismissal.

#### GG. IF YOU MUST LEAVE US

All employees are employed "at-will." This means that either the Company or the employee can terminate the employment relationship at any time with or without cause or notice.

Should you decide to leave your employment with us, we ask that you provide the Company at least two weeks' advance notice. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All Company property, including but not limited to, equipment, supplies, documents, and keys must be returned upon termination. Otherwise, the Company may take further action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

#### III. BENEFITS A. HOLIDAYS

Our Company normally observes the following holidays during the year. They are:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

The Company will be closed on each of the foregoing holidays and employees will not be scheduled for work on these days. The actual calendar day on which the Company will observe each holiday will be posted at the beginning of each year. Employees will not be compensated for holidays.

#### B. MILITARY LEAVE

The Company complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") relating to employees who are part of the uniformed services. Any employee who volunteers for or is called to service in any of the uniformed services will be placed on an unpaid leave of absence for the time away in connection with military training or service. The cumulative length of leave for military service is generally up to five years. There are some exceptions to the five year restriction; please see the Controller for more details.

**Note:** Please inform your manager, preferably in writing, as soon as you know about your military commitments to allow for any workload adjustments. It is important that you provide adequate notice, so that you do not lose your reinstatement rights described below.

#### **Reinstatement Rights After a Military Leave**

When you return from a Military Leave, you will be reinstated to your former job if you meet the requirements described in USERRA, including:

- You are released from military service under honorable conditions, and
- You apply for reinstatement within a timely manner

Up to 30 days	You must report back to work at the beginning of the first workday on the first full calendar day after 8 hours after returning home.
31 to 180 days	You must apply for reinstatement within 14 days after completion of service.
181 days or more	You must apply for reinstatement within 90 days after completion of service.

If you are on Military Leave for more than 30 days, the Company may request documentation of your eligibility for reinstatement. If your former job has been eliminated, you may be entitled to be reinstated to an available equivalent position. You cannot be guaranteed a job, however, if your former position has been eliminated under circumstances where the law does not require reinstatement. Employees lose their reinstatement rights under this Military Leave policy when the period of leave exceeds the maximum allowed.

#### **No Discrimination/No Retaliation**

It is the Company's intent to comply with all Federal, State and local regulations regarding employees who qualify for Military Leave. The Company will not discriminate or retaliate against an employee based on military affiliation.

#### **How to Request a Military Leave**

If you need to request a Military Leave, please contact the Human Resources Manager. An unpaid military leave of absence will be granted to employees who are absent from work because of service with the U.S. uniformed services in accordance with USERRA. The continuation of health insurance benefits is available, as required by the USERRA, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Accrued vacation benefits will be preserved while an employee is on such leave; however additional vacation and holiday benefits will not accrue. The Company will comply with all USERRA regulations.

#### **C. JURY/WITNESS DUTY LEAVE**

If you are summoned to serve jury duty, the Company will pay you your regular pay for the first three days of jury service. Thereafter, you will be paid only the amount you receive from the court for serving as a juror. All employees are allowed unpaid time off if summoned to appear in court as witnesses for other than Company-related business. An employee summoned to court as a witness for Company-related business will be paid.

If the Court releases you with more than two (2) hours remaining of your scheduled workday, you are required to report back to work.

To qualify for paid jury or witness duty leave, you must give a copy of the summons to serve to the Human Resource Manager as soon as it is received. In addition, proof of service must be submitted to the Human Resource Manager when your period of jury or witness duty is completed.

#### D. PERSONAL LEAVE OF ABSENCE

Under special circumstances, employees may be granted a personal leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Human Resources Manager.

Employees must submit a written request for the leave to the Human Resources Manager as soon as practicable after learning of the need for the leave. The request must include the reason for the leave and an estimated duration of the leave. The Company will require proof of the need for the leave where this is appropriate.

In circumstances where an approved leave is 30 days or less, the Company will make reasonable efforts to return an eligible employee to the same or a similar job as held prior to the leave of absence, subject to staffing and business requirements. Reinstatement for leaves beyond 30 days is not guaranteed. Any employee who does not return to work at the end of an approved personal leave will be deemed to have resigned from employment.

#### E. WORKERS' COMPENSATION

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by Workers' Compensation insurance. The amount of benefits payable and duration of payment depend upon the nature of your injury or illness. In general, however, all medical expenses incurred in connection with a covered injury or illness are paid in full, and partial salary payments are provided beginning with the sixth consecutive day of your absence from work. Under present Massachusetts law, these partial salary payments are not paid for the first five (5) days of disability unless the disability continues for twenty-one (21) days or longer.

If you are injured or become ill on the job no matter how minor the injury or sickness, you must immediately report such injury or illness to your supervisor and the Human Resources Manager. The Company requests that any injury or illness be reported within twenty-four (24) hours from the date of accident. Failure to follow this procedure may result in the appropriate Workers' Compensation report not being filed in accordance with state laws, which may consequently jeopardize your claim for benefits in connection with the injury or illness.

#### F. EARNED SICK TIME

All employees of the Company shall be eligible to accrue and use paid sick time. Sick time accrues at the rate of one hour for every thirty hours worked per calendar [fiscal] [anniversary] year, up to a maximum of 40 hours. For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule. Up to 40 hours of unused sick time may be carried over into the following year.

Use of Sick Time

Employees may not use more than 40 hours of accrued sick time per calendar year. Accrual of sick time begins on the employee's date of hire, but employees may not use such earned sick time until 90 days after their start date.

Sick time is provided to allow employees to:

1. care for employee's own physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
2. care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
4. address the psychological, physical, or legal effects of domestic violence; and
5. travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. Sick time cannot be used as an excuse to be late for work without notice of an authorized purpose. If an employee's absence from work requires the Company to call in a replacement worker to cover the absent employee's job functions, the Company may require the absent employee to use an equal number of hours of sick time as were worked by the replacement.

The employee and supervisor may mutually agree that an employee will work and be paid for an equivalent number of additional hours for shifts during the same for the next pay. As the hours or shift taken as sick time. In those cases the employee will not be required to use accrued sick time, and the company will not pay for the time that the employee was absent.

### **Absence Notification Procedures**

If an employee determines that the employee needs to be absent, to be late or to leave work early, the employee must give advance notice to his or her supervisor. Notice should be provided in person, by telephone or email [*or text*].

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employer must provide seven days advance notice, or more if possible.

If the absence is not foreseeable, the employee must provide notice to his or her supervisor at least 12 hours before the start of the employee's shift. If 12 hours notice is not feasible due to accidents or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of

the leave or, if unknown, provide notice on a daily basis, unless circumstances make such notice unreasonable.

### **Verification of Use of Sick Time**

The company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

1. exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
2. occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
3. occurs after four unforeseeable and undocumented absences within a three-month period.

In other circumstances, the Company may, at its discretion, require the employee to personally verify in writing that they have used sick time for an allowable purpose.

Required documentation must be submitted within 7 days of the absence. Additional time may be granted for good cause shown.

If an employee fails to timely comply with the Company's documentation requirements for the use of unpaid sick time, the company may deny future use of an equivalent number of hours of accrued sick time until the documentation is provided.

### **Company Expectations Regarding Attendance**

Employees should remember that regular, reliable attendance and timeliness is expected. If an employee is repeatedly absent, late or leaves work early for reasons not covered by earned sick time, is absent or tardy for more than 40 hours in a year, commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time or exhibits a clear pattern of taking sick time on days just before or after a weekend, vacation or holiday, the employee may be subject to disciplinary action.

### **Payout of Sick Time**

Sick time is not payable on termination of employment.

## **G. PARENTAL LEAVE**

Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. to be eligible, you must have completed the company's initial probationary period. You must provide at least two weeks written notice of your date of departure and intention to return to work following the leave or provide notice as soon as is practicable if the delay in notice is for reasons beyond your control.

Leave may be taken for the purpose of giving birth, for adopting a child under the age of 18 (twenty-three If the child is mentally or physically disabled), for placement of a child under the age of eighteen (twenty-three If the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two employees of the Company require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them.



Employees on Parental leave may, but are not required to, apply unused vacation or sick time or personal days towards the leave period. However, no sick time or vacation time or personal days will accrue during the leave. Health coverage will continue on the same basis as before the leave.

On returning to work, you will be restored to your position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leaf. Would have resulted in a layoff and leave not been taken.

Employees on Parental leave may request unpaid leave in excess of the eight (8) weeks. However, you should be aware that you may not be entitled to the same reinstatement or benefits rights upon your return to work for more than eight (8) weeks leave.

#### IV. SAFETY IN THE WORKPLACE

##### A. SAFETY PROGRAM

Certain job functions have particular requirements for safe performance, and may require the use of safety procedures and/or personal protective equipment. Our industry also imposes certain restrictions that require immediate dismissal. In these cases, you will be informed by your supervisor that it is required that employees adhere to these requirements. Personal protective equipment and safety training, if any is required, will be provided by the Company.

An employee must immediately report any accidents, incidents or injuries, however minor, to his or her manager or supervisor. An employee also must report any unsafe condition immediately to his or her manager or supervisor.

An employee must not perform any task he or she feels could cause injury or harm, to self or co-workers. An employee must cooperate with any request by his or her manager or supervisor to discontinue or modify any task determined to be unsafe to the employee or co-workers.

An employee may not divert marijuana, engage in unsafe practices, or be convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Violation of any safety policy or guideline is grounds for disciplinary action, up to and including immediate dismissal. Violation of the Cannabis Control Commission's requirements preventing diversion, distribution of a drug to a minor or unsafe practices is grounds for immediate dismissal.

##### B. EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork. Each employee, supervisor and manager must Company safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use or being under the influence of alcoholic beverages or illegal drug substances during

working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the Company's property is forbidden.

3. Use, adjust and repair equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
6. Know the locations, contents and use of first aid and firefighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination.

### C. WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are encouraged to report and participate in an investigation of any suspected or actual cases of workplace violence. Your failure to report or fully cooperate in the Company's investigation could result in discipline.

Violations of this policy will not be permitted and may result in disciplinary action up to and including discharge.

### D. WEAPONS

Employees are strictly prohibited from bringing firearms, knives, explosive devices (including fireworks) or other weapons onto the Company's premises, which includes all buildings and land adjacent thereto, or carrying them while engaged in Company business outside of the Company's premises. Violators will be subject to appropriate disciplinary action up to and including immediate dismissal.

### E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

The Company strictly prohibits horseplay, fighting, abusive or threatening language, or other disruptive or offensive conduct on its premises. Theft or the willful destruction of Company property or of the personal property of another employee also is regarded as a serious offense. Employees must not remove any Company equipment or Company-owned personal property without express, prior permission from Company management. Any of the foregoing infractions will be deemed serious disciplinary violations which may result in immediate discharge.

## RECEIPT OF EMPLOYEE HANDBOOK

I have this day received a copy of the New Green LLC, d/b/a Devine Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. If I need assistance in reading or understanding these policies, it will be provided by the Human Resources Manager. I understand that this Handbook replaces any and all prior handbooks, policies and practices of the Company.

**I understand that the policies and benefits contained in this Employee Handbook may be added to, deleted or changed by the Company at any time. I understand that neither this manual nor any other written or verbal communications by a management representative is intended to, in any way, create a contract of employment. I also understand that the Company abides by employment-at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason.**

I understand that the Company has included in this Handbook a Sexual and Other Unlawful Harassment Policy because the Company seeks to provide a workplace free of sexual and other prohibited harassment. I understand that unlawful harassment will not be tolerated by the Company.

I also understand that the Company has included a Substance Abuse policy which prohibits the use, consumption, presence and influence of alcohol and illegal controlled substances in the workplace. I understand that the Company reserves the right to inspect any part of the Company premises, including but not limited to employee vehicles or other suspected areas of concealment in order to enforce the Substance Abuse policy.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of the Human Resource Manager.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

# **NEW GREEN LLC**

## **EMPLOYEE HANDBOOK**

### **EFFECTIVE JANUARY 1, 2020**

[insert logo]

**WELCOME TO New Green LLC d/b/a Devine!**

As an employee of Devine (the “Company”) the importance of your contribution cannot be overstated. Our goal is to help our employees and our community grow while growing our business. You are an important part of this process, for your work directly influences the Company’s reputation.

This Employee Handbook explains our personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for you within our Company. In an effort to be responsive to the needs of a growing organization, changes or additions to this Handbook will be made when necessary.

We will keep you informed when these changes are made.

This Employee Handbook and the Training Manual constitute the documents essential to your successful employment with the Company. Review them, understand their contents, and keep them with your important papers as a future reference.

We are glad you have joined us, and we hope you will find your work to be challenging, rewarding, and fun!

Sincerely, Heidi and Ari Zorn

## **INDEX**

### **I. INTRODUCTION**

#### **A. NEW EMPLOYEE ORIENTATION**

### **II. EMPLOYMENT**

#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

#### **B. SEXUAL AND OTHER UNLAWFUL HARASSMENT**

#### **C. CATEGORIES OF EMPLOYMENT**

#### **D. BACKGROUND CHECKS**

#### **E. VERIFICATION OF WORK AUTHORIZATION**

#### **F. PERSONAL DATA CHANGES**

#### **G. PROTECTING CLIENT AND COMPANY INFORMATION**

#### **H. CONFLICT OF INTERESTS**

#### **I. NON-SOLICITATION AGREEMENTS**

#### **J. PERSONAL RELATIONSHIPS**

#### **K. OPEN DOOR POLICY**

#### **L. PAY PERIODS AND PAYDAY**

#### **M. PAYROLL DEDUCTIONS**

#### **N. WORK SCHEDULES, OVERTIME, AND TIME RECORDS**

#### **O. TIME RECORDS AND ACCOUNTABILITY**

#### **P. ATTENDANCE AND PUNCTUALITY**

#### **Q. MEAL TIME**

#### **R. CONTACT WITH THE COMPANY**

- S. STANDARDS OF CONDUCT
- T. SMOKING IN THE WORKPLACE
- U. SUBSTANCE ABUSE
- V. ACCESS TO PERSONNEL FILES
- W. INQUIRIES AND REFERENCES
- X. SOLICITATION AND DISTRIBUTION
- Y. SEVERE WEATHER
- Z. ELECTRONICS POLICY
- AA. WHISTLEBLOWER POLICY
- BB. DRESS AND APPEARANCE POLICY
- CC. BULLETIN BOARDS
- DD. CARE OF COMPANY PROPERTY
- EE. DISCIPLINARY ACTION
- FF. PERFORMANCE IMPROVEMENT PLANS
- GG. IF YOU MUST LEAVE US

### III. BENEFITS

- A. HOLIDAYS
- B. MILITARY LEAVE
- C. JURY DUTY/WITNESS LEAVE
- D. PERSONAL LEAVE OF ABSENCE
- E. WORKERS' COMPENSATION

### IV. SAFETY IN THE WORKPLACE

- A. SAFETY PROGRAM
- B. EACH EMPLOYEE'S RESPONSIBILITY
- C. WORKPLACE VIOLENCE
- D. WEAPONS
- E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

## I. INTRODUCTION

The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changing from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in an effective and efficient manner. This Employee Handbook supersedes and replaces any and all prior handbooks, policies, procedures, and practices of the Company.

This Employee Handbook also summarizes the current benefit plans maintained by the Company. This Employee Handbook is not contractual in nature and does not guarantee any continuation of benefits.

The Company adheres to the policy of employment at-will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this Employee Handbook, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this Handbook may be added to, deleted or changed by the Company in its sole discretion, except that we will not modify our policy of employment-at-will in any case.

### A. NEW EMPLOYEE ORIENTATION

After reading this Employee Handbook, please sign the receipt page and return it to the Company. You will be asked to complete personnel, payroll, and benefit forms at that time.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify \_\_\_\_\_ (the “Human Resources Manager”) as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department and (s)he is a good source of information about the Company and your job.

## II. EMPLOYMENT

### A. EQUAL EMPLOYMENT OPPORTUNITY

The Company does not discriminate based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability in the provision of or access to services, employment and activities. This is in accordance with all applicable Federal and State laws.

More specifically, it is the policy of the Company to make all employment decisions solely on the basis of an individual’s merit, qualifications and abilities, and without regard to race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability. This policy applies to all aspects of employment, including hiring, training, performance reviews, promotions, discipline and termination.

### B. SEXUAL AND OTHER UNLAWFUL HARASSMENT

#### 1. Introduction

It is the Company’s goal to promote a workplace that is free of sexual harassment and harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military

service, veteran status, age, ancestry, genetic information, or disability. Harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Company takes allegations of harassment seriously, we will respond promptly to complaints of harassment and, where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that the Company has authority to discipline or take remedial action for all workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment or harassment generally.

## **2. Definition of Sexual Harassment**

In Massachusetts, the legal definition for “sexual harassment” is sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually-oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- a. Unwelcome sexual advances, whether they involve physical touching or not;
- b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comment on an individual’s body, comment about an individual’s sexual



- activity, deficiencies or prowess;
- c. Displaying sexually suggestive objects, pictures, cartoons;
- d. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- e. Inquiries into one's sexual experiences; and
- f. Discussion of one's sexual activities.

### **3. Other Forms of Harassment**

Harassment based on race, color, religious creed, national origin, gender, sexual orientation, gender identity, military service, veteran status, age, ancestry, genetic information, or disability may include conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating.

### **4. Complaints and Investigation of Harassment**

All employees should take special note that retaliation against an individual who has complained about harassment and retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated by this organization.

If any of our employees believe that he or she has been subjected to harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. If you would like to file a complaint, you may do so by contacting the Human Resource Manager.

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and private interviews with witnesses. When we complete our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### **5. Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

### **6. Federal and State Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment or other harassment prohibited by this policy, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a 300-day time period for filing a claim.

<b>State</b>	<b>Federal</b>
Massachusetts Commission Against Discrimination Ashburton Place Boston, MA 02108 (617) 994-6000	U.S. Equal Employment Opportunity Commission 1 JFK Federal Building, Government Center Boston, MA 02203 (617) 565-3200

## **7. No Retaliation**

No adverse action will be taken against an employee for reporting or participating in the investigation of a violation of this policy. The Company prohibits any form of retaliation against an individual for reporting any violation or participating in any investigation under this policy in good faith. Employees who believe they have been retaliated against in violation of this policy are urged to utilize the grievance procedure described above.

## **8. Disciplinary Action**

The Company will not condone, permit or tolerate harassment of employees in any manner whatsoever. Any employee who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action up to, and including, suspension or termination. In addition, the Company reserves the right discipline employees or take remedial action for workplace conduct which the Company deems unacceptable, regardless of whether or not that conduct satisfies the definition of unlawful harassment.

False accusations of sexual harassment will not be tolerated and will be treated by the Company with the same severity as any violation of this policy.

Likewise, retaliation is strictly prohibited and will result in disciplinary action, up to and including termination.

## **C. CATEGORIES OF EMPLOYMENT**

FULL-TIME EMPLOYEES regularly work at least 30 hours each week.

PART-TIME EMPLOYEES work less than 30 hours each week and are eligible for statutory benefits only.

In addition, employees will also be classified by the Company as nonexempt or exempt, in accordance with federal and state wage-hour laws. Non-exempt employees are eligible for overtime pay consistent with the Company's policy, while exempt employees are not eligible for overtime pay.

Upon hire, your supervisor will notify you of your employment classification. Regardless of your employment classification you are required to maintain a time sheet or otherwise document your hours worked in any other way management designates as appropriate for your position.

## **D. BACKGROUND CHECKS**

Once an offer of employment has been made, the Company will conduct a criminal background check on the employee. The Company will make every effort to expedite this check. Unsatisfactory results of the background check will result in the withdrawal of an offer of employment or the immediate termination

of employment.

#### E. VERIFICATION OF WORK AUTHORIZATION

All employers are required by the Immigration and Reform Control Act of 1986 to verify that all employees are authorized to work in the United States. This means that new employees must present documentation that establishes their U.S. citizenship, permanent resident status, or work authorization for non-immigrant aliens. Prior to beginning work, employees must complete an Employee Eligibility Verification Form I-9 and present appropriate verification documents to the President or a designated member of management.

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations.

#### F. PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Human Resource Manager of changes in personal information, including changes of name, address, telephone number, marital status, number of dependents, beneficiaries, person to contact in case of emergency and other personal data relating to payroll records and employee benefits.

#### G. PROTECTING CLIENT AND COMPANY INFORMATION

All employees will be expected to execute a Confidentiality Agreement. The appropriate agreement will be discussed and presented by management at or before the time of hire.

#### H. CONFLICT OF INTERESTS

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Transactions with outside firms must be conducted within a framework established and controlled by the management of the Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or a third party. Promotional plans that could be interpreted to involve unusual gain require specific management-level approval.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Human Resource Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect you and the Company.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business

dealings involving the Company. In the event that you have questions regarding this policy, contact the Human Resource Manager for more information.

#### I. NON-COMPETITION/NON-SOLICITATION AGREEMENTS

All employees will be required to sign non-competition and/or non-solicitation agreements as a condition of employment with the Company. The appropriate agreement will be presented by management at or before the time of hire.

#### J. PERSONAL RELATIONSHIPS

This policy is implemented in order to avoid or reduce the risk of workplace disruption, morale problems, and actual or apparent conflicts of interest, favoritism and discrimination. It applies to all categories of employment at the Company, including full-time, temporary, and part-time classifications. In considering and addressing issues relating to personal relationships between employees, including the employment of relatives or significant others, the following guidelines apply:

- For purposes of this policy a “relative” is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. For purposes of this policy, a “significant other” is defined as someone with whom an employee has a romantic or sexual relationship.
- Relatives or significant others are not allowed to work in positions in which the Company believes an inherent conflict of interest would exist. This includes working as supervisor and subordinate, within the same “chain of command,” or otherwise such that the work responsibilities, compensation, or job or career progress of one could be influenced by the other. Employees who find themselves in such positions are required to promptly bring the matter to the attention of the Human Resource Manager
- Dating is prohibited between employees when one of the employees could be in a position to influence the work responsibilities, compensation, and job or career progress of the other.
- Any exceptions to the above require management approval and may be subject to certain terms, conditions and restrictions that management may impose. Management will take such action as it deems appropriate, in its sole discretion to address situations involving violations of the above guidelines, or that otherwise are considered to create issues of workplace disruption, negative employee morale, or actual or apparent conflicts of interest, favoritism or discrimination.

#### K. OPEN DOOR POLICY

We encourage you to bring your questions, suggestions and complaints to our attention. We are always interested in hearing constructive ideas and suggestions for improving our operations. Please forward your suggestions to your supervisor or the Human Resource Manager. Consideration will be given to each of these in our continuing effort to improve operations.

If you feel you have a problem, you should present the situation to your supervisor so the problem can be settled by examination and discussion of the facts. We hope that he/she will be able to satisfactorily resolve most matters.

If you find that you still have questions after meeting with your supervisor or that you would like further

clarification on the matter, you may request a meeting with the Human Resource Manager. She will review the issues and may meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important to us, so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

#### L. PAY PERIODS AND PAYDAY

You will be paid bi-weekly on Fridays for the fourteen-day period which begins on a Sunday and ends on the Saturday preceding the pay day. When payday falls on a holiday, you will be paid on the last working day before the holiday. Further information concerning the pay structure will be provided to you by your supervisor, including the location where your paycheck will be available for you to pick up.

#### M. PAYROLL DEDUCTIONS

Payroll deductions are made for required state and federal withholding taxes, FICA (Social Security), and Medicare tax. Any employee who wishes the Company to make any other deductions must submit a signed authorization to the Human Resource Manager (for example, authorized charitable contributions, and any amounts owed to the Company). Unless otherwise required by law, the Company may accept or reject requests for other deductions at its sole discretion.

In the event that a client payment is lost or misplaced by an employee, the Company may, in its sole discretion, deduct an amount equal to the lost or misplaced payment from the employee's paycheck.

#### N. WORK SCHEDULES, OVERTIME AND TIME RECORDS

An individual's normal workweek and daily schedule are dependent upon his/her particular job and the need to provide adequate coverage and allow for timely completion of responsibilities and assigned tasks. An individual's daily and workweek schedules will be adjusted by his/her supervisor each week.

There may be times when you will need to work overtime so that we may successfully meet the needs of our clients. All overtime must be approved in advance by your supervisor and must be recorded on your time record.

Nonexempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked over 40 in a week. Only actual hours worked count toward computing weekly overtime. Exempt employees are not eligible for overtime pay.

All employees, regardless of exempt or non-exempt status are required to maintain daily time sheets in order to report time worked and time off accurately and properly. Failure to do so or falsification of such information is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal.

#### O. TIME RECORDS AND ACCOUNTABILITY

All employees are expected to maintain a daily time sheet so the Company will have an accurate accounting of all hours worked. All employees must record any time spent for vacation, sick leave and other absences from work. Employees also must indicate when they began and ended each work day along with any time taken off from work during the day.

Since these time sheets are the basis on which an hourly employee is paid, he or she should be sure to complete them fully and properly every day. Falsification of a time sheet or reconstructing a time sheet at a later date is a serious offense which will result in appropriate disciplinary action up to and including immediate dismissal at the discretion of the Company.

#### P. ATTENDANCE AND PUNCTUALITY

Regular and reliable attendance and punctuality are important factors for your success within our Company. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify management two hours before your scheduled start time or as soon as possible before the start of your shift. If no one answers, you must also send an email regarding the change in your schedule as soon as possible.

If you are absent for two (2) days without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you may, at the discretion of the management of the Company, be removed from the payroll.

Unauthorized or excessive absence and/or tardiness will result in disciplinary action, including but not limited to, discharge from employment.

#### Q. MEAL TIME

A 30-minute, unpaid meal break is provided each day to employees who are scheduled to work more than 6 consecutive hours. You may schedule this time as your work load permits. You must record your meal break as unpaid meal time.

#### R. CONTACT WITH THE COMPANY

The Company should know your location at all times during business hours. You must notify your supervisor of outside appointments or travel between clients.

#### S. STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of the business, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension without pay and discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: making false statements and/or misrepresentations on an application for employment, violation of the Company's policies or safety rules, insubordination, poor attendance, possession, use or sale of alcohol or controlled substances on work premises or during working hours, unauthorized possession, use or sale of weapons, firearms or explosives on work premises, poor performance, theft or dishonesty, or physical harassment, sexual harassment or discourteous behavior toward fellow employees, visitors, customers, or other members of the public. These examples are not all-inclusive. We emphasize that disciplinary decisions will be based on an assessment of all relevant factors.

#### T. SMOKING IN THE WORKPLACE

Our Company is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking is not allowed anywhere at the Company's retail location or main office.

#### U. SUBSTANCE ABUSE

No employee shall work, report to work, or be present on Company premises or engage in Company-related activities or business while under the influence of alcohol or controlled substances which affect job safety or performance.

The unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, or use of alcohol or controlled substances on Company premises or while engaged in Company-related activities is also strictly prohibited. Any violation of this substance abuse policy may result in disciplinary action up to and including discharge.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of the employees' work areas, vehicles, or other suspected areas of concealment, in certain circumstances. Full compliance with this substance abuse policy is a condition of employment and continued employment.

An exception to this policy's prohibition on consumption or presence of alcohol in the workplace may be made from time to time for Company-sponsored social events. However, even in these situations, employees are still expected to act appropriately and be in control at all times.

#### V. ACCESS TO PERSONNEL FILES

Employees, upon request, will have the opportunity to inspect their own personnel files and to have a copy of the record within five (5) days pursuant to Massachusetts Law if desired. Employees subject to an investigation at the time of request will not be allowed access if disclosure of such information would prejudice law enforcement. The Company may charge a reasonable fee related to the cost of supplying the documents. If you disagree with any information contained in the file and no agreement can be reached as to its removal or correction, you can submit a written statement explaining your position. Such a statement will become part of the file.

#### W. INQUIRIES AND REFERENCES

Inquiries concerning past or present employees are handled by the Human Resource Manager. Any employee who receives a call or letter from any outside individual regarding an employee or former employee should refer the matter to the Human Resource Manager. Generally, the Company will only confirm dates of employment and positions held.

#### X. SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature or other materials is also prohibited during working time and in working areas at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times. All such persons should be directed to management.

## Y. SEVERE WEATHER

It is the Company's policy to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the Company reserves the right to close the business.

On days of extraordinarily inclement weather, we will make a decision about closing by 6:15 AM and then transmit that closure message to our employees via email, telephone call, and text message. As such, you should listen for a phone call or message from your manager between 6:15 and 6:30 AM on these days. Employees will not be compensated for days on which the office is closed.

If the office remains open on an adverse weather day, employees who report to work will receive their normal pay for the day. If an employee elects not to report to work on a day the business is open, he or she will not be paid for the day.

Regardless of whether the office is open or closed, we encourage you to use common sense when making your decision as to whether you will come to work during inclement weather. If you elect not to work on a given day, please call the Human Resource Manager to advise of your status for the day at least two (2) hours before your scheduled start time.

## Z. ELECTRONICS POLICY

### **Personal Devices In The Workplace**

Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees or clients in the workplace or during working time. Violations of this policy may result in immediate discipline (including the possibility of termination), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the Company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of Company management and the recording device is being used in an authorized manner to further Company business.

Prohibited "recording devices" under this policy include but are not limited to cameras, camcorders, MP3's, iPods, iPads, DVDs, CDs, and other video, voice or image recorders. Cellular telephones and PDAs with camera/video capability are allowed in the workplace provided such capabilities are disabled. Such capabilities may only be used with express authorization from a Company manager and only for job-related purposes.

### **Social Media Policy**

***NOTE: The Company understands that employees may use social media to engage in "concerted activity" under the National Labor Relations Act. Nothing in this policy prohibits or restrains employees from engaging in such activity, and this policy will not be construed or applied to prohibit or restrain employees from engaging in such activity.***

The Company respects the right of its employees to participate in various social media for personal purposes. However, the Company does not allow its employees to access and use social media for personal purposes during work hours. While "social media" is an evolving concept, for purposes of this policy, that term includes all digital, electronic and on-line resources that enable individuals to create, access, monitor, and/or maintain content or communications, and specifically includes social media like



Facebook, MySpace, Twitter, LinkedIn, YouTube, blogs, micro-blogs, wikis, photo sharing sites, video sharing sites, electronic message boards, webmail (e.g., Gmail, Yahoo, MSN, Comcast, AOL, etc.), text messaging, and instant messaging.

While employees may identify themselves as an employee of the Company on social media, they must not discuss any confidential or internal information regarding the Company, its staff, or its members. If you choose to identify yourself as a Company employee, please bear in mind that some readers may view you as a spokesperson for the Company.

To the extent an employee participates in social media and is identified as a Company employee either directly (e.g., in the actual content posted) or indirectly (e.g., in a profile for the employee), then the following rules apply:

1. Employees shall not make any statement, post any content, or engage in any conduct that is illegal or unlawful, or violates any applicable federal, state, or local law.
  2. Employees shall not make any statement, post any content, or engage in any conduct that is profane, obscene, or offensive to a person of reasonable sensibilities.
  3. Employees shall not make any statement, post any content, or engage in any conduct that is sexually explicit or otherwise violates the policies contained in this Employee Handbook, including but not limited to the sexual and other unlawful harassment policy.
  4. Employees shall not make any statement, post any content, or engage in any conduct that demeans, disparages or diminishes the personal or professional reputation, character or characteristics of the Company, another employee of the Company, or a member of the Company.
1. Employees shall not use or disclose any information, document or data that is confidential or proprietary to the Company, another employee of the Company, or a member of the Company.
  2. Employee shall not post any photographs or video depicting any event, employee, or member of the Company without the express authorization of management.
  3. Employees shall not make any statement, post any content, or engage in any conduct attributable to the Company without the express authorization of management. Employees shall include a disclaimer on the social media site making it clear to all readers that the views expressed are the employee's alone and do not reflect the views of the Company.
  4. Employees shall not use the Company logo on any social media site without the express, written permission of management.

Regardless of whether or not an employee is identified as a Company employee on social media, the employee shall not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Employees may consult Company management and/or any applicable confidentiality agreement for guidance about what constitutes confidential information.

Violation of this policy will result in discipline up to and including termination of employment.

#### AA. WHISTLEBLOWER POLICY

The Company is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the Company's practices, specifically (1) reporting suspected violations of law, (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement agency or other governmental body and (3) identifying potential violations of Company policy, including the policies contained in the Employee Handbook.

### **Reporting Responsibility.**

It is the responsibility of all employees to report suspected violations of law or Company policy in accordance with this Whistleblower Policy.

### **Acting in Good Faith.**

Anyone reporting a suspected violation of law or Company policy must be acting in good faith and have reasonable grounds for believing the information disclosed. Any allegations that are unsubstantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **No Retaliation.**

The Company expressly prohibits any form of retaliation against employees who raise in good faith suspected violations of law, cooperate in governmental hearings, inquiries or investigations, identify potential violations of the Company's policies, or who refuse to carry out an illegal directive. The Company will not discharge, demote, suspend, threaten, harass, or in any manner discriminate or retaliate against any such employee. Anyone who engages in such prohibited retaliatory conduct will be subject to disciplinary action. Any conduct which is perceived as retaliatory should be reported immediately as set forth herein.

### **Reporting Violations.**

Employees may make reports under this Whistleblower Policy to their supervisor or the Human Resources Manager, provided, however, that any complaint involving a supervisor or the Human Resources Manager should be reported directly to Dan Carlson.

All complaints will be investigated promptly in the manner and to the extent deemed reasonably necessary.

### **Confidentiality.**

Reports of violations or suspected violations under this Whistleblower Policy may be submitted on a confidential basis by the complainant or may be submitted anonymously. Such reports will be kept confidential to the extent possible, consistent with the need of the Company to conduct an adequate investigation.

## **BB. DRESS AND APPEARANCE POLICY**

The personal appearance of our employees is a critical element of our Company's business. Neat and well-groomed personnel make a positive and lasting impression on our clients. Accordingly, appropriate dress for the job includes but is not limited to, business casual attire, athletic or active outdoor clothing, or any clothing that allows the employee to perform his or her job duties in a safe and responsible manner, but which is not dirty or visibly worn. Bathing suit tops or similar articles of clothing are not permissible

forms of attire. We have also established the general guidelines for employee dress described below.

Anyone arriving at work dressed in violation of the policy will be required go home to change and return to work, and may also be subject to disciplinary action.

#### General Guidelines:

- Clothing should be worn that allows the employee to perform his or her job duties in a safe and responsible manner.
- Employees must be clean and neatly groomed. This includes clothing and visible skin areas. Employees are responsible for keeping their clothing clean.
- Employees should be neat and conservative in the appearance and styling of their hair. Hair should be neatly groomed while at work. Unconventional hair styles, including brightly colored dyes and unconventional shaving, are subject to the discretion of management.
- Facial hair is permitted as long as it is neat and well-trimmed.
- Jewelry/ Body Piercing: Employees, both male and female, should be conservative in their jewelry selection. Excessive, unconventional and/or large earrings, bracelets, necklaces are not to be worn. Visible body piercing is restricted to small studs. Rings through the nose, eyebrow, tongue or body parts (other than the ear lobe) visible to the public may not be worn while working.
- Tattoos: Tattoos may be exposed, subject to the discretion of management, and provided the exposed tattoo does not display: (i) images that are offensive, obscene, or racist; (ii) images that display alcoholic beverage or other drugs, nudity, innuendo, obscenities, violent images, sexual references, gang identification; or (iii) images which advocate prejudice or harassment or discrimination against a religion, race, ethnicity, sexual orientation, disability, or other category protected by law. Employees may be required to cover exposed tattoos at the request of Company management, if it is determined that exposed tattoos are excessive or inappropriate for any reason, in the sole discretion of management.
- All employees are encouraged to pay particular attention to general hygiene (including oral hygiene), as frequent interaction with customers is required.
- Uniform/Dress Code standards are monitored and enforced by management and exceptions may be made for bona fide requirements of a religion to which an employee practices or adheres.
- Failure to comply with these dress code standards, including any additional direction from management may result in disciplinary action up to and including termination.

#### CC. BULLETIN BOARDS

Company-wide memos and bulletin boards are provided to keep everyone informed about new policies, changes in procedures and Company-related events. In addition, the Company posts certain notices, such as wage and hour information and other employment rights, in accordance with government requirements. You are required to read the bulletin boards regularly so that you will be familiar with the information posted on them.

Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board. If you want to have work-related notices posted on the Company bulletin boards, please see management in advance to obtain permission to do so.

#### DD. CARE OF COMPANY PROPERTY

You are expected to use proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

#### EE. DISCIPLINARY ACTION

There are times when it may become necessary to discipline an employee. The disciplinary action taken will depend on the Company's evaluation of the seriousness of the infraction. As a general rule, verbal warnings will be given to employees for mistakes or infractions deemed by management to be of a less serious nature. Three or more repeated infractions and/or more serious errors or misconduct may result in written warnings, suspension or immediate discharge. In certain circumstances, the Company may, in its sole discretion, implement a performance improvement plan for unsatisfactory performance. Matters deemed to warrant immediate discharge include, but are not limited to: making false statements and/or misrepresentations on an application for employment; gross neglect of duties; gross insubordination; violations of Company confidentiality rules; excessive tardiness or absenteeism; absence from work without satisfactory explanation; reporting for work under the influence of alcohol and/or an illegal drug; misappropriation of Company property or other illegal activities; demonstrated discourtesy to any client, vendor, or fellow employee; any inappropriate behavior which may adversely affect the health, safety, or welfare of other employees; and falsification of employment records or time sheets. Nothing herein should be interpreted to suggest that any form of discipline will necessarily precede another.

Management reserves the right to determine the appropriate discipline based on the circumstances.

Employees of the Company are expected to exercise common sense and good judgment and to conduct themselves in a manner that will be a credit to themselves and the Company.

#### FF. PERFORMANCE IMPROVEMENT PLANS

Employees whose job performance is not satisfactory may, in the discretion of the Company, be evaluated under a Performance Improvement Plan. This Plan consists of a written appraisal by the employee's supervisor, describing the specific performance problem(s) and the expected improvement, and a discussion of the evaluation between the employee and the supervisor in the presence of the Human Resource Manager. The employee will be asked to sign the evaluation to acknowledge its receipt.

Follow-up evaluations generally will be conducted at certain designated times, and improvement will be expected. If the desired results do not occur within the timeframes specified, or if the employee's job performance or conduct is in any way unsatisfactory, further disciplinary action can be taken in the Company's discretion, up to and including immediate dismissal.

#### GG. IF YOU MUST LEAVE US

All employees are employed "at-will." This means that either the Company or the employee can terminate the employment relationship at any time with or without cause or notice.

Should you decide to leave your employment with us, we ask that you provide the Company at least two weeks' advance notice. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All Company property, including but not limited to, equipment, supplies, documents, and keys must be returned upon termination. Otherwise, the Company may take further action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

### III. BENEFITS A. HOLIDAYS

Our Company normally observes the following holidays during the year. They are:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

The Company will be closed on each of the foregoing holidays and employees will not be scheduled for work on these days. The actual calendar day on which the Company will observe each holiday will be posted at the beginning of each year. Employees will not be compensated for holidays.

### B. MILITARY LEAVE

The Company complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") relating to employees who are part of the uniformed services. Any employee who volunteers for or is called to service in any of the uniformed services will be placed on an unpaid leave of absence for the time away in connection with military training or service. The cumulative length of leave for military service is generally up to five years. There are some exceptions to the five year restriction; please see the Controller for more details.

**Note:** Please inform your manager, preferably in writing, as soon as you know about your military commitments to allow for any workload adjustments. It is important that you provide adequate notice, so that you do not lose your reinstatement rights described below.

#### **Reinstatement Rights After a Military Leave**

When you return from a Military Leave, you will be reinstated to your former job if you meet the requirements described in USERRA, including:

- You are released from military service under honorable conditions, and
- You apply for reinstatement within a timely manner

Up to 30 days	You must report back to work at the beginning of the first workday on the first full calendar day after 8 hours after returning home.
31 to 180 days	You must apply for reinstatement within 14 days after completion of service.

181 days or more	You must apply for reinstatement within 90 days after completion of service.
------------------	--

If you are on Military Leave for more than 30 days, the Company may request documentation of your eligibility for reinstatement. If your former job has been eliminated, you may be entitled to be reinstated to an available equivalent position. You cannot be guaranteed a job, however, if your former position has been eliminated under circumstances where the law does not require reinstatement. Employees lose their reinstatement rights under this Military Leave policy when the period of leave exceeds the maximum allowed.

### **No Discrimination/No Retaliation**

It is the Company's intent to comply with all Federal, State and local regulations regarding employees who qualify for Military Leave. The Company will not discriminate or retaliate against an employee based on military affiliation.

### **How to Request a Military Leave**

If you need to request a Military Leave, please contact the Human Resources Manager. An unpaid military leave of absence will be granted to employees who are absent from work because of service with the U.S. uniformed services in accordance with USERRA. The continuation of health insurance benefits is available, as required by the USERRA, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Accrued vacation benefits will be preserved while an employee is on such leave; however additional vacation and holiday benefits will not accrue. The Company will comply with all USERRA regulations.

### **C. JURY/WITNESS DUTY LEAVE**

If you are summoned to serve jury duty, the Company will pay you your regular pay for the first three days of jury service. Thereafter, you will be paid only the amount you receive from the court for serving as a juror. All employees are allowed unpaid time off if summoned to appear in court as witnesses for other than Company-related business. An employee summoned to court as a witness for Company-related business will be paid.

If the Court releases you with more than two (2) hours remaining of your scheduled workday, you are required to report back to work.

To qualify for paid jury or witness duty leave, you must give a copy of the summons to serve to the Human Resource Manager as soon as it is received. In addition, proof of service must be submitted to the Human Resource Manager when your period of jury or witness duty is completed.

### **D. PERSONAL LEAVE OF ABSENCE**

Under special circumstances, employees may be granted a personal leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Human Resources Manager.

Employees must submit a written request for the leave to the Human Resources Manager as soon as practicable after learning of the need for the leave. The request must include the reason for the leave and

an estimated duration of the leave. The Company will require proof of the need for the leave where this is appropriate.

In circumstances where an approved leave is 30 days or less, the Company will make reasonable efforts to return an eligible employee to the same or a similar job as held prior to the leave of absence, subject to staffing and business requirements. Reinstatement for leaves beyond 30 days is not guaranteed. Any employee who does not return to work at the end of an approved personal leave will be deemed to have resigned from employment.

#### E. WORKERS' COMPENSATION

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by Workers' Compensation insurance. The amount of benefits payable and duration of payment depend upon the nature of your injury or illness. In general, however, all medical expenses incurred in connection with a covered injury or illness are paid in full, and partial salary payments are provided beginning with the sixth consecutive day of your absence from work. Under present Massachusetts law, these partial salary payments are not paid for the first five (5) days of disability unless the disability continues for twenty-one (21) days or longer.

If you are injured or become ill on the job no matter how minor the injury or sickness, you must immediately report such injury or illness to your supervisor and the Human Resources Manager. The Company requests that any injury or illness be reported within twenty-four (24) hours from the date of accident. Failure to follow this procedure may result in the appropriate Workers' Compensation report not being filed in accordance with state laws, which may consequently jeopardize your claim for benefits in connection with the injury or illness.

#### F. EARNED SICK TIME

All employees of the Company shall be eligible to accrue and use paid sick time. Sick time accrues at the rate of one hour for every thirty hours worked per calendar [fiscal] [anniversary] year, up to a maximum of 40 hours. For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule. Up to 40 hours of unused sick time may be carried over into the following year.

##### Use of Sick Time

Employees may not use more than 40 hours of accrued sick time per calendar year. Accrual of sick time begins on the employee's date of hire, but employees may not use such earned sick time until 90 days after their start date.

Sick time is provided to allow employees to:

1. care for employee's own physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
2. care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;

4. address the psychological, physical, or legal effects of domestic violence; and
5. travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. Sick time cannot be used as an excuse to be late for work without notice of an authorized purpose. If an employee's absence from work requires the Company to call in a replacement worker to cover the absent employee's job functions, the Company may require the absent employee to use an equal number of hours of sick time as were worked by the replacement.

The employee and supervisor may mutually agree that an employee will work and be paid for an equivalent number of additional hours for shifts during the same for the next pay. As the hours or shift taken as sick time. In those cases the employee will not be required to use accrued sick time, and the company will not pay for the time that the employee was absent.

#### **Absence Notification Procedures**

If an employee determines that the employee needs to be absent, to be late or to leave work early, the employee must give advance notice to his or her supervisor. Notice should be provided in person, by telephone or email [*or text*].

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employer must provide seven days advance notice, or more if possible.

If the absence is not foreseeable, the employee must provide notice to his or her supervisor at least 12 hours before the start of the employee's shift. If 12 hours notice is not feasible due to accidents or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice on a daily basis, unless circumstances make such notice unreasonable.

#### **Verification of Use of Sick Time**

The company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

1. exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
2. occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
3. occurs after four unforeseeable and undocumented absences within a three-month period.



In other circumstances, the Company may, at its discretion, require the employee to personally verify in writing that they have used sick time for an allowable purpose.

Required documentation must be submitted within 7 days of the absence. Additional time may be granted for good cause shown.

If an employee fails to timely comply with the Company's documentation requirements for the use of unpaid sick time, the company may deny future use of an equivalent number of hours of accrued sick time until the documentation is provided.

### **Company Expectations Regarding Attendance**

Employees should remember that regular, reliable attendance and timeliness is expected. If an employee is repeatedly absent, late or leaves work early for reasons not covered by earned sick time, is absent or tardy for more than 40 hours in a year, commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time or exhibits a clear pattern of taking sick time on days just before or after a weekend, vacation or holiday, the employee may be subject to disciplinary action.

### **Payout of Sick Time**

Sick time is not payable on termination of employment.

## **G. PARENTAL LEAVE**

Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. to be eligible, you must have completed the company's initial probationary period. You must provide at least two weeks written notice of your date of departure and intention to return to work following the leave or provide notice as soon as is practicable if the delay in notice is for reasons beyond your control.

Leave may be taken for the purpose of giving birth, for adopting a child under the age of 18 (twenty-three If the child is mentally or physically disabled), for placement of a child under the age of eighteen (twenty-three If the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two employees of the Company require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them.

Employees on Parental leave may, but are not required to, apply unused vacation or sick time or personal days towards the leave period. However, no sick time or vacation time or personal days will accrue during the leave. Health coverage will continue on the same basis as before the leave.

On returning to work, you will be restored to your position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leaf. Would have resulted in a layoff and leave not been taken.

Employees on Parental leave may request unpaid leave in excess of the eight (8) weeks. However, you should be aware that you may not be entitled to the same reinstatement or benefits rights upon your return to work for more than eight (8) weeks leave.

## IV. SAFETY IN THE WORKPLACE

### A. SAFETY PROGRAM

Certain job functions have particular requirements for safe performance, and may require the use of safety procedures and/or personal protective equipment. Our industry also imposes certain restrictions that require immediate dismissal. In these cases, you will be informed by your supervisor that it is required that employees adhere to these requirements. Personal protective equipment and safety training, if any is required, will be provided by the Company.

An employee must immediately report any accidents, incidents or injuries, however minor, to his or her manager or supervisor. An employee also must report any unsafe condition immediately to his or her manager or supervisor.

An employee must not perform any task he or she feels could cause injury or harm, to self or co-workers. An employee must cooperate with any request by his or her manager or supervisor to discontinue or modify any task determined to be unsafe to the employee or co-workers.

An employee may not divert marijuana, engage in unsafe practices, or be convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Violation of any safety policy or guideline is grounds for disciplinary action, up to and including immediate dismissal. Violation of the Cannabis Control Commission's requirements preventing diversion, distribution of a drug to a minor or unsafe practices is grounds for immediate dismissal.

### B. EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork. Each employee, supervisor and manager must Company safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use or being under the influence of alcoholic beverages or illegal drug substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the Company's property is forbidden.
3. Use, adjust and repair equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
6. Know the locations, contents and use of first aid and firefighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination.

### C. WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are encouraged to report and participate in an investigation of any suspected or actual cases of workplace violence. Your failure to report or fully cooperate in the Company's investigation could result in discipline.

Violations of this policy will not be permitted and may result in disciplinary action up to and including discharge.

#### D. WEAPONS

Employees are strictly prohibited from bringing firearms, knives, explosive devices (including fireworks) or other weapons onto the Company's premises, which includes all buildings and land adjacent thereto, or carrying them while engaged in Company business outside of the Company's premises. Violators will be subject to appropriate disciplinary action up to and including immediate dismissal.

#### E. HORSEPLAY, FIGHTING, AND DESTRUCTION OF PROPERTY

The Company strictly prohibits horseplay, fighting, abusive or threatening language, or other disruptive or offensive conduct on its premises. Theft or the willful destruction of Company property or of the personal property of another employee also is regarded as a serious offense. Employees must not remove any Company equipment or Company-owned personal property without express, prior permission from Company management. Any of the foregoing infractions will be deemed serious disciplinary violations which may result in immediate discharge.

### RECEIPT OF EMPLOYEE HANDBOOK

I have this day received a copy of the New Green LLC, d/b/a Devine Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. If I need assistance in reading or understanding these policies, it will be provided by the Human Resources Manager. I understand that this Handbook replaces any and all prior handbooks, policies and practices of the Company.

**I understand that the policies and benefits contained in this Employee Handbook may be added to, deleted or changed by the Company at any time. I understand that neither this manual nor any**

**other written or verbal communications by a management representative is intended to, in any way, create a contract of employment. I also understand that the Company abides by employment-at- will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason.**

I understand that the Company has included in this Handbook a Sexual and Other Unlawful Harassment Policy because the Company seeks to provide a workplace free of sexual and other prohibited harassment. I understand that unlawful harassment will not be tolerated by the Company.

I also understand that the Company has included a Substance Abuse policy which prohibits the use, consumption, presence and influence of alcohol and illegal controlled substances in the workplace. I understand that the Company reserves the right to inspect any part of the Company premises, including but not limited to employee vehicles or other suspected areas of concealment in order to enforce the Substance Abuse policy.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of the Human Resource Manager.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

## **Record Keeping For New Green LLC dba Devine**

### **935 CMR 500.105**

Our establishment will keep waste records for at least three years. 935 CMR 500.105(12)

Our establishment will maintain our records in accordance with generally accepted accounting principles 935 CMR 500.105(9)

Written operating procedures will be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9).

Inventory records will be kept as required by 935 CMR 550.105(8). 935 CMR 500.105(9).

Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9).

Record keeping for the ME Devine will follow in accordance of the CCC in respect to what records will be stored, how they will be stored, and where the various records will be stored. CMR 500.030(2)

New Green LLC d/b/a Devine will employ the following positions who will each be involved in some part of the record keeping.

- CPA
- Bookkeeper
- Owners
- General Manager
- Compliance officer
- Attorney

The following systems will be in place to assist with the record keeping at New Green d/b/a Devine:

- Metrix
- Leaf Logix
- Quickbooks
- Computers
- Paper files

Personnel files, business records, and any other information which is initiated on physical paper will be scanned into the computer system and saved in such a manner which allows for confidentiality as well as access to the records by authorized personnel only. The hard copies of the information will be filed in a lockable file cabinet in an orderly fashion, which will be accessible only by authorized personnel.

Each computer will be password protected, so to allow only authorized personnel access. Each authorized personnel will have a separate log in identification in order to allow for access only to the files which are pertinent to that personnel. All computers will be backed up weekly or immediately following the addition of a substantial amount of information. The computer network will be a secure network which is password protected, and will not be open to the public. A separate network connection and password will be available for other use.

The following is a list of the records which will be kept secure and up to date for the ME devine:

**935 CMR 500.105(9) Records to be maintained**

- Seed to Sale tracking records
- Waste Disposal records
- Personnel records:
  - Job description
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
  - Personnel policies and procedures
  - All background check reports obtained in accordance with 935 CMR 500.030.
  - Personnel Records
    - References
    - Job Description/Employment Contract
    - Documentation of all Training
    - Periodic performance evaluations
    - Disciplinary action if taken
    - Notice of vendor training
    - Notice of 8 hour duty training
  - Business records
    - Assets and Liabilities
    - Monetary Transactions
    - Books of Accounts
    - Sales Records (quantity, form, cost of product)
    - Salaries and wages paid to each employee

All records to be kept for 2 years following the closure of the ME

## **Maintaining of Financial Records**

### **935 CMR 500.140(6)**

New Green LLC,dba Devine will not utilize software or other methods to manipulate or alter sales data.

We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.

We will maintain records which show we have performed a monthly analysis.

If we determine that software or other methods have been installed/utilized to manipulate or alter sales data: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

We will be in compliance with 830 CMR 62C.25.1:Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

We will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

If we become co-located we will maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana products under 935 CMR 500.140(10).

We have hired an accountant who is familiar with the cannabis industry and will guide us to the best accounting practices.

We will be using software that is approved by the commission which allows for detailed accounting and records of

- Assets and Liabilities
- Monetary transactions
- Books of accounts which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana products
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Devine.

In the event of closure of the ME Devine, all records will be kept for at least two years at our expense and in a form and location acceptable to the Commission.

New Green LLC d/b/a “Devine” is in the process of working with Salisbury Bank in South Egremont MA. It is our understanding that the bank will allow New Green to hold an account at the bank.

Salisbury Bank has a few branches in the surrounding area, the closest is located approximately 1/8th of a mile away, on the same road as the retail establishment “Devine”.

Banking hours for the Egremont branch of Salisbury Bank are Monday - Friday 9am-4pm. Unless the bank will make special arrangements for us, we intend to do our banking within these hours of operation.

Cash registers will be reconciled every four hours or more often if deemed necessary. Cash will be collected and stored in a safe inside the manager's office. Cash will be deposited into the Bank at intervals that allow for secure and safe deposits. Deposits to the bank will be made by the owners on a random schedule.



## Qualification and Training

### 935 CMR 500.105(2)

**Mission Statement:** *We at Devine believe in creating loyal employees. To us this means; everyone who chooses to work full time, and is qualified for the job, should be able to live comfortably off their salary. We believe if employees are compensated fairly, given incentives to expand on their capabilities and self growth, are acknowledged for their contributions, rewarded for their work, understand and are inspired by their work, they will be more likely to become loyal long-term employees.*

#### **General:**

New Green LLC dba Devine will ensure all employees receive a minimum of eight (8) hours of ongoing training annually.

All new employees shall complete the Responsible Vendor Program within 90 days of being hired.

Responsible Vendor Program documentation will be retained for four (4) years.

All employees or Marijuana Establishment ("ME") Agents will wear a uniform which consists of a shirt of our design, and pants, shorts, or skirt to their liking. All staff will be given 4 shirts, and can purchase more if they choose.

All employees will have a small locker in the staff room where they will be required to lock up their personal items, including any bags, purses, or backpacks. Employees will be allowed to carry their cell phones and are required to carry their ME registration card, and key card with them at all times. Upon arriving to work, the ME Agent will check in with the General Manager on duty to retrieve their personal keycard. They will return the keycard to the GM at the end of their shift. The ME agents must have their registration cards with them in order to commence work for that day.

All ME Agents must pass a background check, qualify for a registration card and will be trained through the Vendor Training program at the expense of the ME.

#### **Registration of Marijuana Establishment agents:**

The ME will apply for and pay for the registration for all of its board members, directors, employees, executives, and volunteers who are associated with the ME.

In order to be suitable for a registration card, the individual must meet the following criteria:

- Be 21 years of age or older
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority;

- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802

The registration card shall be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

The ME agent will carry the registration card associated with the establishment at all times while in possession of marijuana products, including at all times while at the establishment.

The ME will notify the Commission no more than one business day after a ME agent ceases to be associated with the establishment. The registration card will be immediately void when the agent is no longer associated with our establishment.

After obtaining a registration card for a marijuana establishment agent, the ME will notify the Commission in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment previously submitted to the Commission or after discovery that a registration card has been lost or stolen.

The qualifications and training of employees will depend on their job description, which will vary depending where in the ME they will be performing their job duties. There are 6 areas within the ME:

#### **Front of the House**

1. The Vestibule- The area within the front door into the ME, which is accessed by the customers. The Security agent is stationed in this area to check identification of the customers before allowing them access into the establishment. The door between the vestibule and the front of the house is always locked. Once the security agent has identified the individual as being over 21 years old, they will allow the customer access into the establishment.
2. The Floor- the portion of the front of the house where customers and Concierge interact which includes the waiting area and the Concierge stations.
3. The Register Counter- The portion of the front of the house behind a counter where only Register Agents and GM are allowed to be positioned.

#### **Back of the House**

4. Employee Space- The portion of the back of the house which is accessed by ME agents only. The customers are never to enter this portion of the marijuana establishment. The restroom, and employee break room are part of this space.
5. Fulfillment Center- The portion of the back of the house which only Fulfillment Agents, Packing Agents, the Owners, and GM have access. The area where the product is stored, packaged, and distributed for individual sale.
6. General Manager Office: Only the GM and the Owners have access to this room. This office will have the safe for keeping the money, computer, and paperwork required for the business.

There will be locks on the doors which require keycards. There will be locks on the front door, the inner vestibule door, the door between the front and back of the house, the Fulfillment

center, the vault, and the office. Depending on the agents' job, the keycard will allow them access to only the places they are cleared to have access.

**General manager:** (GM) The general manager will be in charge of overseeing the employees, the product, and the money. Qualifications for a GM include but are not limited to: Previous experience in or with:

- The retail industry.
- Knowledge of a POS systems
- Managing Staff
- Following policy and procedures
- Inventory
- Scheduling
- Basic Accounting
- Excellent Communication skills
- Completed the responsible vendor training program

The GM will create a schedule for all the staff. The GM will keep all ME Agent keycards locked in a key box in the GM office. The ME agents will retrieve their personal keycard from the GM when they report for their shift, and return the keycard to the GM to be locked up at the end of every shift. The GM will inventory the product and order more when needed. (See Inventory Policy). The GM will be in charge of cashing out the registers at the end of the shifts. The GM will inventory any products needed by the facility and order more when necessary.

The GM will have deep knowledge and understanding of all products which are offered at the establishment and will be the point of contact for any employee or customer should questions arise.

The GM will create display boxes for all the Concierge Agents at the beginning of each day. The display boxes will have recorded, weighed small amounts of what products are available for that day. At the end of the Concierge's shift, the GM will collect the box and record the product again to make sure they match. The product in the display boxes are not to be consumed or otherwise used by anyone.

The General Manager will have access to the front of the house including the front door and the vestibule door, as well as the back of the house including the staff area, fulfillment center, and the office.

The GM will be the first employee at the ME and the last one to leave the ME. The GM will have direct access to the Owners, Police, Fire, and emergency personnel.

The GM will be in charge of running all the security and other audits.

**Register Agent:** (RA) The register staff will be positioned behind the register and will collect money and transfer the items sold from the window of the Fulfillment Center to the customer. The Register Agent will have access to the area behind the counter, the floor, and the back of the house to the employee area. Qualifications for this position include but are not limited to; prior experience using a POS system, three quality references, and has completed the appropriate responsible vendor training program.

**Concierge Agent:** (CA) The Concierge Agent will have full knowledge of the product sold, and the ability to guide a customer to the product they seek. The concierge will have access to a container of product which will be used for display purposes when selling to the customer. The authorised marijuana establishment agent may remove a sample of marijuana from the case and provide it to the consumer for inspection, provided the consumer may not consume or otherwise use the sample. The Concierge will check out their display box at the beginning of their shift from the GM and return them to the GM at the end of the shift. The amount of product will be weighed at check out and again at the return to ensure all the product is accounted for. The Concierge Agent will have access to the floor, and the back of the house to the employee area. Qualifications for this position include but are not limited to; previous work in the retail field, knowledge of the product, experience with a POS system, quality references, and completion of the appropriate responsible vendor training program.

**Fulfillment Agent:** The fulfillment agents responsibility will be to fulfill the orders which are coming in online as well as from the Concierge Agents. The FA's will fill orders by picking from pre-weighed, pre-packaged product and placing them in a basket with the ticket which was generated by the sale. The Fulfillment Agents will have access to the back of the house employee area as well as into the fulfillment center. Qualifications for this position include but are not limited to; three quality references, knowledge of the product, and completion of the appropriate responsible vendor training program.

**Packaging Agents:** Packaging agents will pre package flower and concentrates into containers of varying weights. The Packaging agents will have access to the back of the house employee area as well as the fulfillment center. Qualifications for this position include but are not limited to; three quality references, knowledge of the product, basic math skills, and completion of the appropriate responsible vendor training program.

**Security Staff:** Security staff will be hired to provide security to the establishment by checking identification at the door as well as keeping an eye out for any individual or incident which may create a threat to the establishment. The security staff have access from the vestibule into the ME and to the back of the house to the employee area. Qualifications for this job position include training or experience with law enforcement or security, three quality references, and completion of the appropriate responsible vendor training program.

**Parking Staff:** Parking staff will be onsite to help customers park and to ensure that the ME's reservation process is being followed. Parking staff will be let into the ME by the security staff and will have access to the back of the house to the employee area. Qualifications for this position include but are not limited to, three quality references, good people skills, and problem solving skills.

No outside cleaning personnel will be hired. The ME employees will be responsible for cleaning the ME as part of their job description. Everyone from the owners to the security staff will have a cleaning responsibility. The cleaning responsibilities of the individual ME will be determined by where they are allowed access.

- Owners' Responsibility- Keeping order and cleaning of the GM office and overseeing the garbage is disposed of properly, all repairs are up to date and all waste receptacles are clean and in good working order.
- General Manager- Keeping order and cleaning the GM office, overseeing the cleaning of the fulfillment center, the back of the house, and the front of the house at the end of their shift.
- Fulfillment center Agents and packing Agents-Keeping order and cleaning of the fulfillment center, the employee space, and the bathroom.
- Register Agent- Keeping order behind the register counter, cleaning the front of the house, as well as the employee space and the bathroom.
- The Concierge- Keeping order and cleaning at their counter, as well as the rest of the floor, the employee space, and the bathroom.
- Security- Keeping order and cleaning of the vestibule, the employee space, and the bathroom.

# New Green LLC

## Diversity Plan

### 1. Goals

Our goal is to promote equity among minorities, women, LGBTQ+, people with disabilities, veterans, and economically-disadvantaged individuals. We plan to achieve this goal by increasing the number of these individuals who hold management and executive positions in the ME, and provide tools to ensure their success. We intend to target 50% women, 25% minority, 20% LGMTQ+, and 15% each of veterans, people with disabilities and economically-disadvantaged individuals. We will also provide access for and assistance to individuals falling into these categories to achieve their goal of entering business as an entrepreneur, including in the marijuana industry.

### 2. Programs

New Green LLC has developed processes that will be implemented to achieve the outlined goals, including:

1. Using hiring processes that are designed to ensure the equitable treatment of potential employees and avoid bias in the hiring process;
2. Creating an evaluation and promotion process that employs equity principles for current employees;
3. Providing trainings and professional education and opportunities for employees falling into the above-listed demographics to promote their advancement in the company and in their professional careers:
  - Assign a mentor to each non-management employee in any of the demographics to assist in career advancement within the company
  - Allocate 20 hours plus \$1,000/year to any management or executive-level employee in any of the listed demographics to be used towards professional education, training or networking.
4. Establishing relationships with specific organizations, such as the NAACP of Pittsfield, that are diversity-focused for the purposes of:
  - Networking with their constituencies for employment purposes, including at least two networking events per year in Pittsfield or a location easily-accessible to residents of Pittsfield;
  - Providing up-to-date information on employment opportunities;
  - Providing at least two trainings or informational sessions for individuals

falling into the above-listed demographics on business, entrepreneurship, and the marijuana industry.

### 3. **Measurements**

Specific metrics will be implemented to assess the progress and success of the programs. These metrics will be tracked and evaluated quarterly or annually as appropriate.

1. Number of individuals from the above-referenced demographic groups who were hired and retained compared to total hirings;
2. Number of promotions for people falling into the above-listed demographics;
3. Number of and type of training, education or professional development sessions for employees held or participated in with supporting documentation;
4. Number and subject matter of trainings, networking sessions, and information sessions held in connection with local partners and the number of individuals falling into the above-listed demographics in attendance.

### ACKNOWLEDGEMENT

We, Heidi Zorn and Ari Zorn, certify and state the following:

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

\_\_\_\_\_  
Heidi Zorn  
Member, New Green LLC

\_\_\_\_\_  
Ari Zorn  
Member, New Green LLC