

Attorney Search Network

Employee Handbook

15303 Ventura Blvd. Suite 850
Sherman Oaks CA 91403

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I. INTRODUCTION

A. WELCOME STATEMENT

Congratulations and thank you for accepting Attorney Search Network's (ASN) offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help ASN succeed. We expect and depend upon you and each Employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the ASN team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our Employees who provide the services that our clients rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

Once again, welcome to ASN; we are glad to have you with us.

Camilo Concha
President

B. DESCRIPTION OF HANDBOOK

This Employee Handbook contains information about the employment policies and practices of Attorney Search Network ("ASN"). We expect each Employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and ASN. This Employee Handbook supersedes all previously issued Employee Handbooks and inconsistent verbal or written policy statements. Except for the policy of at-will employment and the separate ASN Alternative Dispute Resolution Program, which can only be changed by the President in writing, ASN reserves the right to revise, delete, and add to the provisions or policies described in this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of ASN. No oral statements or representations can change the provisions of this Employee Handbook.

None of ASN's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. No Manager has any authority to enter into a contract of employment—express or implied—that changes or alters the at-will employment relationship. Only the President has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing. All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the President.

Not all ASN policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Manager or the President.

II. EMPLOYMENT RELATIONSHIP

A. EMPLOYMENT AT WILL

Employment at ASN may be terminated for any reason, with or without cause or notice, at any time by the Employee or ASN. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment at will. No Manager or Employee of ASN shall have any authority to enter into an employment agreement—express or implied—with any Employee providing for employment other than at-will.

This policy of at-will employment is the sole and entire agreement between you and ASN as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with ASN may be modified at the sole discretion of ASN with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of ASN include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that ASN may determine to be necessary for the safe, efficient, and economic operation of its business.

B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

ASN is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of ASN are prohibited from engaging in this type of conduct.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, ASN will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on ASN. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the President and request an accommodation.

You should report every instance of unlawful discrimination or harassment to your Manager or the President of ASN, regardless of whether you or someone else is the subject of the discrimination. Detailed reports—including names, descriptions, and actual events or statements made—will greatly enhance ASN's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, ASN will conduct an investigation. ASN prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any Manager or Employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct violative of ASN policy has occurred, ASN will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. ASN will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action(s) ASN takes to resolve and remedy the situation.

C. ASN ALTERNATIVE DISPUTE RESOLUTION PROGRAM

In any organization, disputes will arise from time to time. Occasionally, these disputes require resolution through a formal proceeding. Traditionally, this proceeding has been conducted through our court system. However, our court system too often has proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute.

With this in mind, ASN has developed and implemented the ASN Alternative Dispute Resolution Program. We believe that these procedures will result in a fair and equitable means for resolving certain types of major employment disputes that all too often become unnecessarily protracted. These procedures ensure that all parties have an opportunity to meet and see if there is a mutually satisfactory basis for resolving their dispute. Failing to reach an amicable resolution, these procedures provide for a hearing before a neutral arbitrator who has been selected by both sides. The arbitrator will have the full authority to resolve the matter.

We hope that you will never find the need to utilize these procedures and that your employment will be free of major disputes or issues. However, in the event a dispute should arise, these procedures are in place to ensure that the dispute is brought before an arbitrator in an orderly and efficient manner.

III. COMMENCING EMPLOYMENT

A. BACKGROUND CHECKS

ASN recognizes the importance of maintaining a safe workplace with Employees who are honest, trustworthy, qualified, reliable, and non-violent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, ASN reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to ASN. ASN may review an applicant's or an Employee's credit report and criminal background, if any. In the event that a background check is conducted, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the job applicant or Employee with any required notices and forms. Consistent with these practices, job applicants or Employees may be asked to sign certain authorization and release forms. Consistent with legal requirements, ASN reserves the right to require job applicants or Employees to sign the forms as requested as a condition of employment.

B. IMMIGRATION COMPLIANCE

ASN will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

If you have any questions or need more information on immigration law issues, please contact the President.

C. EMPLOYMENT STATUS

Employees at ASN are classified as full-time non-exempt, part-time non-exempt, temporary, or exempt.

1. Full-Time Non-exempt Employees

Full-time non-exempt Employees are those who are normally scheduled to work and who do work a schedule of 40 or more hours per week.

2. Part-Time Non-exempt Employees

Part-time non-exempt Employees are those who are scheduled to and do work less than 40 hours per week. Part-time non-exempt Employees may be assigned a work schedule in advance or may work on an as-needed basis.

3. Temporary Employees

Temporary Employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of six months or less. Temporary Employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

4. Exempt Employees

Exempt Employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales Employees are overtime exempt. Your Manager will inform you if your status is exempt.

D. INTRODUCTORY PERIOD

The first 90 days of continuous employment at ASN will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your Manager(s) and fellow Employees, and familiarize yourself with ASN in general. We refer to this initial period of employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

E. JOB DUTIES

As part of your initial orientation, you will learn the various duties and responsibilities of your job. ASN maintains certain expectations and standards applicable to your job position. Your Manager should review these with you.

It is expected that Employees will perform additional duties and assume additional responsibilities as needed by their Manager for the efficient operation of ASN.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

IV. PAYROLL

A. WORKING HOURS & SCHEDULE

ASN is normally open for business from 8:30 a.m. to 6:00 p.m., Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis.

Employees will be given a 30-minute meal period, to be taken approximately in the middle of the workday. Non-exempt Employees must also take a ten-minute rest period for each four hours of work or major portion thereof as scheduled by their Manager.

At times, emergencies such as power failures, road closings, earthquakes, fires, or severe weather may interfere with ASN's operations. In such an event, ASN may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

B. TIMEKEEPING PROCEDURES

Non-exempt Employees must record their actual time worked for payroll and benefit purposes. Non-exempt Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Non-exempt Employees must also record any departure from work for any non-work-related reason.

Altering, falsifying, and tampering with time records, or recording time on another Employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt Employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your Manager, who will attempt to correct legitimate errors.

C. OVERTIME

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized in advance by your Manager. Working overtime without prior authorization may result in disciplinary action. Non-exempt Employees will be paid time and one-half compensation for all hours worked in excess of eight in one day, 40 in one workweek, and for the first eight hours on the seventh day of work in a single workweek. Double time will be paid for hours worked in excess of 12 in one day and in excess of eight on the seventh day of work in a single workweek. Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Employees.

D. PAYMENT OF WAGES

Paydays are on the 5th and 20th, or the last workday before those dates, for the preceding pay periods. If a regular payday falls on a weekend or holiday, Employees will be paid on the preceding workday. If the payday (5th or 20th) falls on a Saturday, the payday will be the prior Friday. If the payday is on Sunday (5th or 20th) payday will be the following Monday. Settlement of commissions and payment of bonuses and incentives based on monthly financial statements are made on the 5th of the following month.

If there is an error in your check, please report it immediately to your Manager. No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

E. SALARY PAY POLICY

Exempt Employees will be paid a salary in accordance with applicable law. Although exempt Employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt Employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt Employee's salary may be reduced. Please contact your Manager or the President for more information.

F. WAGE GARNISHMENTS

ASN would like to avoid incurring the administrative costs of garnishments and wage assignments for Employees. Accordingly, ASN encourages all Employees to meet their financial obligations without involving ASN. Nonetheless, ASN will adhere to legally imposed wage assignments and garnishments, and will not modify the terms of those legal arrangements unless ordered to by a court. ASN will deduct the administrative costs of complying with wage assignment and garnishment orders, to the amount allowed by statute.

G. BUSINESS EXPENSE REIMBURSEMENT

Employees may be reimbursed for reasonable expenses incurred in the course of business. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to ASN along with the receipts within 30 days of the date of the expenditure.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Manager in advance if they have any question about whether an expense will be reimbursed.

V. PERSONNEL

A. OPEN-DOOR POLICY

ASN recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your Manager. Please feel free to contact your Manager with any suggestions and/or complaints.

If you do not feel comfortable contacting your Manager or are not satisfied with your Manager's response, please submit your complaint or suggestion in writing to the President. The President will review your written submission and provide you with a final resolution.

While ASN provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, ASN believes that open communication is essential to a successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

B. UNLAWFUL HARASSMENT

In accordance with applicable law, ASN prohibits unlawful harassment because of sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, medical condition, sexual orientation, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated.

1. Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a Manager, or harassment by persons doing business with or for ASN.

2. Other Types Of Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, medical condition, sexual orientation, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

3. ASN's Complaint Procedure

ASN's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a written or verbal complaint to your Manager or to any other Manager with ASN or to the President as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by ASN for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, ASN will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. ASN will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If ASN determines that prohibited harassment has occurred, ASN will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the Employee who complained.

4. Liability For Harassment

Any Employee of ASN, whether a coworker or Manager, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited harassment, including any Manager or supervisor who knew about the harassment but took no action to stop it, may be held personally liable for monetary damages. Any Manager or supervisor who knew about harassment and took no action to stop it or failed to report the harassment to the President may also be subject to discipline up to and including discharge. ASN does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, ASN reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

5. Additional Enforcement Information

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

For more information, contact ASN's President. You may also contact the nearest office of the EEOC or the DFEH, as listed in the telephone directory.

C. PROHIBITED CONDUCT

In order to assure orderly operations and provide the best possible work environment, ASN expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment.

1. Falsification of employment records, employment information, or other records. \
2. Recording the work time of another Employee, allowing any other Employee to record your work time, or allowing falsification of any time card, whether your own or another Employee's.
3. Theft or damage of any ASN property or the property of any Employee or client.
4. Removing or borrowing ASN property without prior authorization.
5. Unauthorized use of ASN equipment, time, materials, or facilities.
6. Working with alcohol or illegal substances in your system.
7. Possessing, distributing, selling, transferring, using, or having alcohol or illegal drugs in your system while in the workplace.
8. Provoking or participating in a fight or fighting during working hours or on premises owned or occupied by ASN.
9. Provoking or participating in horseplay or practical jokes on ASN's time or on premises owned or occupied by ASN.
10. Possession of firearms or any other dangerous weapons, at any time, on premises owned or occupied by ASN.

11. Engaging in illegal conduct which is detrimental to the reputation of ASN, whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by ASN.
13. Insubordination, including, but not limited to, failure or refusal to obey the orders or instructions of any Manager or member of management, the use of abusive or threatening language toward any Manager or member of management, or refusal to fully disclose information in the course of ASN investigations.
14. Being disrespectful or using profane or abusive language at any time during working hours or while on premises owned or occupied by ASN.
15. Failing to personally notify the appropriate Manager when unable to report to work.
16. Failing to obtain permission from your immediate supervisor to leave work for any reason during normal working hours.
17. Failing to observe working schedules, including rest and lunch periods.
18. Abusing sick or personal leave.
19. Failing to provide a physician's certificate when requested or required to do so.
20. Sleeping or malingering on the job.
21. Making or accepting for improper purposes personal telephone calls during working hours.
22. Working overtime without authorization or refusing to work assigned overtime.
23. Wearing unprofessional or inappropriate styles of dress or hair while working.
24. Violating any safety, health, or security policy, rule, or procedure of ASN.
25. Committing a fraudulent act, dishonest act, breach of trust, or violating the duty of loyalty to ASN in any circumstances.
26. Failing to maintain confidential or proprietary information or ASN trade secrets or engaging in direct competition with ASN.

ASN does not have a formal progressive discipline policy requiring a set number of warnings or counseling sessions. Instead, each case is considered based on its own facts. Any misconduct or violation of ASN's policies may result in discipline up to and including immediate termination.

This statement of prohibited conduct does not alter or limit ASN's policy of employment at will. Either you or ASN may terminate the employment relationship at any time for any reason, with or without cause or without notice.

D. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, ASN does not seek to interfere with Employees' off-duty activities. However, ASN cannot tolerate off-duty conduct that impacts negatively on ASN, either in terms of an Employee's individual work performance or the business interests of ASN, including its reputation. For example, ASN prohibits any illegal or immoral conduct by an off-duty Employee that affects or has the potential to affect ASN. Also, ASN prohibits outside employment (including self-employment) that conflicts with employment at ASN, impacts the Employee's work performance or schedule, and/or affects the business interests of ASN. Employees must contact the Director prior to engaging in any outside employment.

E. DRUG & ALCOHOL ABUSE

The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair Employees' ability to work safely and efficiently. ASN prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. ASN will not jeopardize the safety of the Employee, other Employees, our clients, the public, and ASN operations due to an individual's poor judgment. Accordingly, ASN prohibits the following:

1. Possession, use, or having alcohol or an illegal drug, intoxicant, or controlled substance in your system during working hours.
2. Operating a vehicle owned or leased by ASN while having alcohol or an illegal drug, intoxicant, or controlled substance in your system.
3. Distribution, sale, manufacture or purchase—or the attempted distribution, sale, manufacture or purchase—of an illegal drug, intoxicant, or controlled substance during working hours or while on premises owned or occupied by ASN.

Any Employee suspected of possessing alcohol, an illegal drug, intoxicants, or a controlled substance is subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all ASN property, are also subject to inspection and search, with or without notice. Employees who violate ASN's drug and alcohol abuse policy will be removed from the workplace immediately. ASN may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of ASN's drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect Employees' job performance and seriously impair Employees' value to ASN. Any Employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The Employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

NOTE: On occasion, managerial, executive, and sales staff may entertain clients during work hours or after work hours as representatives of ASN. These occasions may include lunches, dinners, and business conferences. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. In addition, occasionally, alcohol is served at social events sponsored by ASN. Alcohol may be served at these events only with the approval of the President. Only the moderate and limited use of alcohol is acceptable. Employees are expected to remain responsible, professional, and sober at all times.

ASN will attempt to reasonably accommodate Employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence. ASN's support for treatment and rehabilitation does not obligate ASN to employ any person who violates ASN's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. ASN is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to seek treatment or rehabilitation.

F. PUNCTUALITY & ATTENDANCE

ASN expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow Employees and ASN. If you cannot avoid being late to work or are unable to work as scheduled, you must call your Manager as soon as possible.

Every time you are absent or late, or leave early, you must provide your Manager with an honest reason or explanation. You must also inform your Manager of the expected duration of any absence. ASN will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable ASN to make a determination. You must notify your Manager of any change in your status as soon as possible.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Continuing patterns of absences, early departures, or tardies—regardless of the exact number of days—may warrant disciplinary action.

If you fail to report for work without any notification to your Manager, you may be considered to have abandoned your employment. If you miss work for medical reasons your Manager may require a doctor/hospital/clinic note or receipt.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to ASN's operations. However, regular attendance and promptness are considered part of each Employee's essential job functions.

G. INVESTIGATIONS OF CURRENT EMPLOYEES

ASN may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with ASN's lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

H. BUSINESS CONDUCT

Employees must decline or return any gift or gratuity valued in excess of fifty dollars (\$50) from any client, vendor, supplier, or other person doing business with ASN. In doing so, please explain that ASN prohibits Employees from accepting gifts or gratuities to ensure that business decisions, transactions, and services are provided on an objective and professional basis.

I. CONFIDENTIALITY

Information about ASN, its Employees, clients, suppliers, and vendors is to be kept confidential and divulged only to individuals within ASN with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your Manager.

All records and files maintained by ASN are confidential and remain the property of ASN. Records and files are not to be disclosed to any outside party without the express permission of the President. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on clients, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding ASN's operations, procedures, or practices. Confidential information may not be removed from ASN premises without express authorization.

Confidential information obtained during or through employment with ASN may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. ASN reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of ASN's confidentiality policies.

J. EMPLOYEE DRESS & PERSONAL APPEARANCE

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some Employees may be required to wear uniforms or safety equipment/clothing. Please contact your Manager for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

K. NON-FRATERNIZATION

ASN recognizes that Employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, Managers are not permitted to date or engage in sexual relationships with subordinate Employees. Violation of this policy may result in discipline, including termination. Furthermore, coworkers are discouraged from dating or pursuing romantic or sexual relationships with each other.

L. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding ASN and its operations must be referred to the President. Only the President is authorized to make or approve public statements pertaining to ASN or its operations. No Employees, unless specifically designated by the President, are authorized to make those statements. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of ASN must first obtain approval from the President before publication.

VI. ASN FACILITIES

A. POLICIES AGAINST WORKPLACE VIOLENCE

1. Statement of Policy

ASN recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of ASN Employees are paramount. Therefore, ASN has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect ASN or that occur on ASN property or in the conduct of ASN business off ASN property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in ASN operations, including, but not limited to, ASN personnel, contract workers, temporary employees, and anyone else on ASN property or conducting ASN business off ASN property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring ASN into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several ASN Employees. Workplace violence may involve any threats or acts of violence occurring on ASN premises, regardless of the relationship between ASN and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of ASN or that may lead to an incident of violence on ASN premises. Threats or acts of violence occurring off ASN premises that involve Employees, agents, or individuals acting as a representative of ASN, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of ASN property or another Employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects ASN's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

3. Enforcement

Any person who engages in a threat or violent action on ASN property may be removed from the premises as quickly as safety permits and may be required, at ASN's discretion, to remain off ASN premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by Employee(s), a judgment will be made by ASN as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is ASN's policy to put the threatmaker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of ASN should be interpreted in a manner that prevents the making of these necessary decisions.

Important Note: ASN will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by ASN. In making this determination, ASN may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at ASN.

B. OPERATION OF VEHICLES

The rental of vehicles for ASN business are limited to authorized Employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All Employees authorized to rent vehicles for use in conducting ASN business, must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, ASN or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of Employees whose job responsibilities include driving. In the event that the license status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or ASN's insurance carrier, that Employee may be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

A valid California driver's license must be in your possession while operating a vehicle off or on ASN property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits.

C. USE OF EQUIPMENT

All ASN property—including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles—must be used properly and maintained in good working order. Employees who lose, steal, or misuse ASN property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

ASN reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of ASN has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the Employee.

In addition, in order to ensure the safety and security of Employees and clients, and to protect ASN's legitimate business interests, ASN reserves the right to question and inspect or search any Employee or other individual entering onto or leaving ASN premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. These items are subject to inspection and search at any time, with or without prior notice. ASN also may require Employees while on the job or on ASN's premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, et cetera, in the presence of a representative of ASN, typically a management Employee of the same gender. ASN will not tolerate any Employee's refusal to submit to a search.

Telephone calls and internet correspondence may be monitored by ASN to ensure quality and client satisfaction.

Employees are otherwise permitted to use ASN's equipment for occasional, non-work purposes with permission from their direct Manager. Nevertheless, Employees have no right of privacy as to any information or file maintained in or on ASN property or transmitted through ASN. For purposes of inspecting, investigating, or searching Employees' files or documents, ASN may override any applicable passwords, codes, or locks in accordance with the best interests of ASN, its Employees, or its clients or visitors. All bills and other documentation related to the use of ASN equipment or property are the property of ASN and may be reviewed and used for purposes that ASN considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of ASN, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including discharge.

D. USE OF TECHNOLOGY AND THE INTERNET

ASN's technical resources—including desktop and portable computer systems, fax machines, Internet and World Wide Web (Web) access, voice mail, and electronic mail (e-mail)—enable Employees quickly and efficiently to access and exchange information throughout ASN and around the world. When used properly, we believe these resources greatly enhance Employee productivity and knowledge. In many respects, these new tools are similar to other Company tools, such as stationery, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within ASN and within your responsibilities as an Employee.

This policy applies to all technical resources that are owned or leased by ASN, that are used on or accessed from Company premises, or that are used on Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet and World Wide Web access, voice mail, and e-mail, whether or not the activities are conducted from Company premises.

NOTE: As you use ASN's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an Employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it may still be recoverable and may even remain on the system.

1. Acceptable Uses

ASN's technical resources are provided for the benefit of ASN and its clients, vendors, and suppliers. These resources are provided for use in the pursuit of Company business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy.

Employees are otherwise permitted to use ASN's technical resources for occasional, non-work purposes with permission from their direct Manager. Nevertheless, Employees have no right of privacy as to any information or file maintained in or on ASN's property or transmitted or stored through ASN's computer, voice mail, e-mail, or telephone systems.

2. Unacceptable Uses

ASN's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using Company resources.

Solicitation for any non-Company business or activities using Company resources is strictly prohibited. Your use of ASN's technical resources must not interfere with your productivity, the productivity of any other Employee, or the operation of ASN's technical resources.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technical resources using another Employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company, or improper use of information obtained by unauthorized means, is prohibited.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any Employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, as well as any other category protected by federal, state, or local laws. Any use of the Internet/World Wide Web to harass or discriminate is unlawful and strictly prohibited by ASN. Violators will be subject to discipline, up to and including discharge.

ASN does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, ASN reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

3. Access to Information

ASN asks you to keep in mind that when you are using ASN's computers you are creating Company documents using a Company asset. ASN respects the individual privacy of its Employees. However, that privacy does not extend to an Employee's work-related conduct or to the use of Company-provided technical resources or supplies.

ASN's computer, voice mail, e-mail, or telephone systems, and the data stored on them are and remain at all times the property of ASN. As a result, computer data, voice mail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on ASN's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information, including e-mail messages and files, that is created, sent, or retrieved over ASN's technical resources is the property of ASN, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through ASN's computer, voice mail, e-mail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate

business interests and obligations of ASN. Employees should also be aware that, even when a file or message is erased or a visit to an Internet or Web site is closed, it is still possible to recreate the message or locate the Web site. ASN reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

4. Copyrighted Materials

You should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that ASN has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by ASN as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your Manager.

5. Confidential Information

E-mail and Internet/Web access are not entirely secure. Others outside ASN may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which company, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask your Manager or the President for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Employees should safeguard ASN's confidential information, as well as that of clients and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.**

6. Security of Information

Although you may have passwords to access computer, voice mail, and e-mail systems, these technical resources belong to ASN, are to be accessible at all times by ASN, and are subject to inspections by ASN with or without notice. ASN may override any applicable passwords or codes to inspect, investigate, or search an Employee's files and messages. All passwords must be made available to the President upon request. You should not provide a password to other Employees or to anyone outside the Company and should never access any technical resources using another Employee's password.

In order to facilitate ASN's access to information on its technical resources, you may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on Company systems without the express prior written permission from the President and your Manager. As part of this approval, the President will indicate a procedure for you to deposit any password, encryption key or code, or software with the President so that the encrypted or encoded information can be accessed in your absence.

7. ASN's Software Policy

If you want to install software on Company computers, you must contact the President and request to have the software installed. Employees are prohibited from installing any software on any Company technical resource without the express prior written permission from the President.

Involving the President ensures that ASN can manage the software on Company systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state

law; unauthorized copying or use of computer software exposes ASN and the individual Employee to substantial fines and exposes the individual Employee to imprisonment. Therefore, Employees may not load personal software onto ASN's computer system and may not copy software from ASN for personal use.

8. Your Responsibilities

Each Employee is responsible for the content of all text, audio, or images that they place or send over ASN's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, ASN may advise appropriate legal officials of any illegal violations.

E. USE OF STATIONERY & MAIL SERVICES

All engraved or printed ASN stationery, envelopes, and other work materials are for ASN business only. These materials may not be used for personal correspondence or non-business matters. When signing business letters on ASN letterhead, the Employee's name and title or position must be used.

Employees are requested not to send or receive personal mail using ASN's mail services. Employees will be asked to reimburse the cost of postage for non-business related materials sent through ASN's mail services.

F. VISITORS

Employees may have an occasional visit from a friend or relative provided advance approval is obtained from their Manager or the President. Any visit must be arranged to minimize disruption of work. Generally, friends and relatives should be asked not to visit Employees during working hours. Unattended children are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives, and clients are not permitted in areas restricted to Employees only, unless authorized by management.

G. SECURITY

You should be alert at all times and should report the presence of any suspicious persons to your Manager or the President immediately. Computer passwords, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have that information.

H. SOLICITATION & DISTRIBUTION OF LITERATURE

ASN has established rules, applicable to all Employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All Employees are expected to comply strictly with these rules.

1. No Employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or Employees at whom the activity is directed;
2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and
3. Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on ASN property.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for ASN; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for ASN.

I. EMPLOYEE PARKING

ASN provides Employees with subsidized parking in the Galleria Center. You may park your vehicle in a non-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, clients, vehicles belonging to ASN, and others. ASN will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on the property.

J. BULLETIN BOARDS

Bulletin boards are reserved for the exclusive use of ASN for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for Employees will be posted by ASN on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

K. TELEPHONES

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls, both incoming and outgoing, must be kept to a minimum and must not interfere with your duties and responsibilities or ASN policies. Employees should limit their use of ASN telephones for personal long-distance calls. In the event it is necessary to make a personal long-distance call, you will be asked to reimburse ASN for the cost. Abuse of the long-distance telephone call policy may result in discipline, up to and including termination. Personal cell phone use is forbidden while on-duty for all non ASN related business. This includes texting and messaging.

L. HOUSEKEEPING

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the break room, locker room, or restroom.

M. SMOKING POLICY

Employees, clients, vendors, and other guests are not allowed to smoke in ASN facilities at any time. Smoking is not allowed in client areas, ASN vehicles, or in restrooms. In addition, Employees are not permitted to smoke within 50 feet of any building entrance.

N. HEALTH & SAFETY

The health and safety of Employees and others on ASN property are of critical concern to ASN. We strive to attain the highest possible level of safety in all activities and operations. ASN also intends to comply with all health and safety laws applicable to our business.

To this end, ASN must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your Manager *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on ASN's premises, or in a product, facility, piece of equipment, process, or business practice for which ASN is responsible, bring it to the attention of your Manager or the President *immediately*. Managers should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the President regarding the problem.

Periodically, ASN may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact your Manager for copies of current rules and guidelines. Failure to comply strictly with rules and

guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to your Manager as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, Managers will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

O. POLICY REGARDING VIOLENT CRIME

1. Statement of Policy

ASN recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential commission of a violent crime in the workplace may threaten the safety of Employees as well as clients. Therefore, due to ASN's concern for the safety of its Employees and clients, it is ASN's policy to provide guidelines to Employees about the signs of incipient violence and steps to take to prevent or ameliorate violence.

2. Guidelines for Protecting Employee and Client Safety

Prevention is the threshold measure to protect Employee and client safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police.

In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of clients and other Employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, Employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, et cetera in hope of later identification.

Once the incident is over, you should remain where you are—do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

VII. BENEFITS

A. HOLIDAYS

ASN observes the following paid holidays: New Year's Day, Memorial Day (half day), Independence Day, Labor Day (half day), Thanksgiving, and Christmas Day. If a holiday falls on a weekend day, employees will have to follow their regular schedule unless otherwise specified by management.

Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an Employee's overtime hours of work or overtime premiums.

If you are required to work on a designated holiday, you will receive time and one-half.

B. SICK DAYS

ASN does not pay for sick days.

C. VACATIONS

Full-time employees accrue paid vacations in accordance with the schedule below. All other classifications of employment are not eligible for and do not accrue paid vacation time.

1. Full-Time Employees During the First through Fifth Year of Employment

During the first through fifth years of employment, full-time employees accrue vacation at a rate of 6 days per year. There is no accrual during the first 90 Days of employment. No vacation time may be taken until after completion of the first 90 days of employment. Earned vacation accrues to a maximum of 12 days. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. You will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

2. Full-Time Employees After the Fifth Year of Employment

After completion of the fifth year of employment, full-time employees accrue vacation at a rate of 12 days per year. Earned vacation accrues to a maximum of 24 days. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. You will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

3. Other Vacation Policies

Employees are encouraged to take their accrued vacation each year. You must request vacation at least thirty (30) days in advance to allow management enough time to plan for the absence. When two employees in the same department request the same vacation time, the employee who made the earlier request will have priority, unless management determines that the department's efficient functioning requires otherwise. Vacations will be scheduled so as to provide adequate coverage of job and staff requirements. Your manager will make the final determination in this regard. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

A. LEAVES OF ABSENCE

1. General Provisions

ASN may grant a leave of absence in certain circumstances. You should notify your Manager and/or the President in writing as soon as you become aware that you may need a leave of absence. ASN will consider your request in accordance with applicable law and ASN's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your Manager or the President during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at ASN. Benefits, such as vacation and holidays, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

ASN may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to ASN's attention during the leave. If any action is held in abeyance during the leave of absence, ASN reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to ASN's expectations and to observe all ASN policies, rules, and procedures.

2. Medical Leaves Of Absence

A medical leave of absence may be granted for medical disabilities as described below, upon the submission of a valid and acceptable health care provider's certification that an Employee is disabled and unable to perform the functions of his or her position. The health care provider's written certification must also state when the disability began and when the Employee is expected to be able to return to work.

ASN will attempt to accommodate Employees returning from a medical leave of absence who are unable to perform the essential functions of the job because of a physical or mental disability.

a. Occupational Medical Leave

Employees with occupational illnesses, injuries, or disabilities will be granted an occupational medical leave. As an alternative, ASN may offer the Employee modified work. Upon the submission of a medical certification that the Employee is able to return to work, the Employee will be reinstated in accordance with applicable law. If an Employee is disabled due to an industrial injury, ASN will attempt to accommodate the Employee.

b. Pregnancy Disability Leave

Any Employee disabled due to pregnancy, childbirth, or a related medical condition may take up to a maximum of four months of unpaid leave.

Upon the submission of a medical certification from a health care provider that the Employee is able to return to work, the Employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, Employees are not entitled to any greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if the Employee would have been laid off if she had not gone on leave, then the Employee would not be entitled to reinstatement. Similarly, if the Employee's position has been filled in order to avoid undermining ASN's ability to operate safely and efficiently while the Employee was on leave, and there is no equivalent position available, then reinstatement may be denied.

3. *Military Leave (Active And Reserve Service)*

Leave without pay is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You need to bring your military service orders to the President for review prior to commencement of the leave.

VIII. TERMINATION

A. VOLUNTARY TERMINATIONS

If you decide to leave your employment with ASN, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. Please return all property owned by ASN (e.g., vehicles, computers, keys, uniforms, identification badges, credit cards) prior to your departure.

B. INVOLUNTARY TERMINATIONS

While the decision to commence employment is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, ASN reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, please return all property owned by ASN to the President prior to your departure.

C. REDUCTIONS IN FORCE

While ASN hopes to continue growing and providing employment opportunities, business conditions, client demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that ASN determines to lay off any Employee or a number of Employees, ASN retains full discretion to select which Employee(s) will be laid off. While ASN retains full discretion, some of the relevant factors might include ASN's operational requirements and the skill, productivity, ability, and past performance of those involved.

D. EXIT INTERVIEWS

Before leaving, you may be asked to participate in a voluntary exit interview. This will provide closure to your employment with ASN and will allow ASN to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of your comments or ideas about improving ASN's operations.

E. REFERENCES

All reference requests should be directed to the President. No other Manager or Employee is authorized to release references for a current or former Employee.

IX. IN CLOSING

Many ASN policies and Employee benefits have been treated only briefly in this Employee Handbook. If you have any questions or want more information, your Manager will be glad to fill in the details for you. The President will also be happy to help you with questions or problems.

ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Attorney Search Network, a California corporation. ("ASN") Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with ASN. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I further acknowledge that I have been provided with copies of the ASN Proprietary Information Agreement, Dispute Resolution Agreement and, if I am a continuing employee, I have also been provided with a copy of an Opt-Out Agreement regarding my participation in the ASN Alternative Dispute Resolution Program.

I also acknowledge that my employment with ASN is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by ASN. I acknowledge that nothing in this Employee Handbook and no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written agreement signed by the President and/or Vice President.

I also acknowledge that, except for the policy of at-will employment and the separate ASN Alternative Dispute Resolution Program, ASN reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of ASN. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment or a written employment agreement providing otherwise, and the separate ASN Alternative Dispute Resolution Program, terms and conditions of employment with ASN may be modified at the sole discretion of ASN with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and ASN's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and ASN concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that, with the exception of written agreements signed by the President and/or the Vice President, this agreement supersedes all prior agreements, understandings, and representations concerning my employment with ASN.

ASN Alternative Dispute Resolution Program: If I am a continuing employee, I also acknowledge and agree that in the event employment disputes arise between both the Company and me and unless I do not sign and mail back the Opt-Out Agreement to ASN within thirty (30) days of receipt of the Dispute Resolution Agreement, I will be bound by the ASN Alternative Dispute Resolution Program (the "ADR Program") which initially provides for mediation followed, if necessary, by final and binding arbitration for disputes relating to termination of employment, unlawful discrimination, and alleged sexual harassment or other unlawful harassment, as defined in the ADR Program. If I am a new employee, I understand I shall be bound by the provisions of the ADR Program and that I do not have the ability to opt-out of the ADR Program. Regardless of whether I am a new or continuing employee, I also agree and understand that any revisions, deletions, or additions to the ADR Program must be in writing and must be signed by the President or Vice President of the Company.

Dated: _____

Employee Signature

Employee Name [printed]

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE