



## DANIEL'S ACCOUNTS FOR EMPLOYEES AND/OR MEMBERS OF THEIR IMMEDIATE FAMILIES/ EMERGENCY CONTACT INFORMATION

Employees and members of their immediate family should NOT have a Daniel's account in the store where they are working.

Please answer the following:

1. Do you currently have a Daniel's account? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify:

\_\_\_\_\_ (Name on Account)

\_\_\_\_\_ (Store Number/City)

\_\_\_\_\_ (Account Number)

2. Do you have an immediate family member (parent, spouse, child, brother /sister) who has a Daniel's account at the store where you will be working at? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify:

\_\_\_\_\_ (Name on Account)

\_\_\_\_\_ (Store Number/City)

\_\_\_\_\_ (Account Number(s))

Which gender do you most identify with? \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Non-Binary

### EMERGENCY CONTACT INFORMATION:

Who should we contact in case of emergency? Name: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

I declare that my responses above are accurate and acknowledge that any omitted or inaccurate information may result in my discharge.

ASSOCIATE: \_\_\_\_\_  
PRINT NAME

EMPLOYEE #

NICKNAME

HOME STR#

COMPANY REPRESENTATIVE: \_\_\_\_\_

NAME

EMPLOYEE #

ONBOARDING STR#

DATE

## Employee's Withholding Certificate

OMB No. 1545-0074

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

**2023**

<b>Step 1:</b> <b>Enter Personal Information</b>	(a) First name and middle initial	Last name	(b) Social security number
	Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying surviving spouse <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

**Step 2:**  
**Multiple Jobs or Spouse Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Reserved for future use.

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate ☐

**TIP:** If you have self-employment income, see page 2.

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3:</b> <b>Claim Dependent and Other Credits</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):	
	Multiply the number of qualifying children under age 17 by \$2,000 \$	
	Multiply the number of other dependents by \$500 . . . . . \$	
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .	<b>3</b> \$
<b>Step 4 (optional):</b> <b>Other Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b> \$
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b> \$
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each pay period . . . . .	<b>4(c)</b> \$

<b>Step 5:</b> <b>Sign Here</b>	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	<b>Employee's signature</b> (This form is not valid unless you sign it.)		<b>Date</b>
<b>Employers Only</b>	Employer's name and address	First date of employment	Employer identification number (EIN)

## Take Charge of your Pay!

Employee Name \_\_\_\_\_ Emp. # \_\_\_\_\_ Date \_\_\_\_\_

We believe electronic options, Direct Deposit and the Money Network Service, are the best available payroll solutions to help us meet our goal of delivering your pay in the quickest and most secure way possible. All associates are asked to choose between one of these two options. Please initial your choice below.

### OPTION 1: DIRECT DEPOSIT

Initials \_\_\_\_\_

If you have a personal checking or saving account, your pay can be delivered to that account via direct deposit every payday. Please fill out the information below, attach a voided check or bank draft, **SIGN** the form and return. If you have questions, please call Payroll (310) 665-2100, x 5216.

#### Financial Institution Information

Bank/Credit Union Name \_\_\_\_\_

Branch # and/or Street Address \_\_\_\_\_

Branch City \_\_\_\_\_

Branch State \_\_\_\_\_

Account Number at Financial Institution \_\_\_\_\_

Check One: ☐ Checking ☐ Savings

**PLEASE INCLUDE A CHECK OR BANK DRAFT MARKED "VOID." DO NOT MARK OVER THE NUMBERS AND SYMBOLS PRINTED AT THE BOTTOM OF YOUR CHECK OR BANK DRAFT. DO NOT ATTACH A DEPOSIT TICKET OR OTHER FORM MARKED "NOT FOR ELECTRONIC FUNDS PURPOSES."**

If you do not have a check or bank draft for the account where your direct deposit is to be credited, please complete the two numbers below (check with your financial institution for assistance, if necessary):

Routing Number: \_\_\_\_\_ Bank Account Number Information: \_\_\_\_\_

"I authorize Sherwood Management Co., Inc, the financial institution it designates and the financial institution I have selected and indicated above to initiate and process electronic credit entries, e.g., deposits to my account, and, if necessary, debit entries and adjustments for any credit entries made in error or requested to be reversed, e.g., withdrawals from my account. This authority will remain in effect for up to a minimum of 5 business days AFTER I have cancelled it in writing.

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

\_\_\_\_\_  
Date

### OPTION 2: THE MONEY NETWORK® SERVICE

Initial \_\_\_\_\_

This easy-to-use solution enables you to access your funds by using Money Network® Checks or an optional Money Network® Prepaid Debit Card. Write a Check to yourself and cash it surcharge-free at thousands of participating locations to get up to 100% of the funds in your Account, withdraw cash surcharge-free at thousands of In-Network ATMs nationwide (at least one free withdrawal per pay period), pay bills, make purchases and much more.

Sign and complete the attached:

- Employee Pay Selection Record

A Money Network Welcome Packet and additional information will be forwarded to you.

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## Employee Pay Selection Record

Sherwood

Management Co., Inc. ("Employer") offers two options to receive your pay, Direct Deposit or the Money Network® Service. Please review these options and make your selection below.

**Option 1: DIRECT DEPOSIT** Employer will pay all of my net pay as selected below ("Direct Deposit") into the account (the "Account") at the financial institution with the routing and account numbers and account type (collectively, "Account Information") I have provided separately to Employer according to Employer's procedure.

**Option 2: MONEY NETWORK SERVICE** Employer will pay all of my net pay as selected below using the Money Network Service and I may use either of the following options:

**Money Network® Check.** The Money Network Check ("Check") is a paycheck that I can easily complete on or after each payday morning wherever I am, eliminating the need to pick up my paycheck, wait for it to be mailed, or pay for it to be cashed. The Check can be deposited into my personal bank account or cashed for free at Money Network check-cashing partners.

**Money Network Payroll Debit Card.** The Money Network Payroll Debit Card ("Card") provides a dependable, safe, optional, and convenient way to receive and access my pay on and after each payday morning with the following features: (i) eliminates the need to pick up my paycheck, wait for it to be mailed, or pay for it to be cashed; (ii) immediate, worldwide access wherever the Card is accepted for ATM cash withdrawals, bank-branch withdrawals, and store purchases (including "cash back"); (iii) money transfers to a personal or joint checking account; and (iv) free balance inquiries by phone or online. There is no monthly service charge for the Card as long as I am employed by Employer. Many Card transactions are free (and I need never incur a fee to access 100% of my wages, to the penny, using the Money Network Service), but there are fees for other transactions. The Terms and Conditions, fee schedule, and other disclosures related to the Money Network Service are included in the Money Network Service's Welcome Packet. Once I have consented to those terms and contracted for the Money Network Service by activating my Money Network Service account by following the instructions in the Welcome Packet, I may begin to use the Money Network Service.

I HEREBY ELECT TO HAVE MY PAY DISTRIBUTED AS INDICATED:

(REQUIRED: MAKE ONE CHOICE BY CHECKING THE 1 OR 2 BOX AND WRITING YOUR INITIALS ABOVE YOUR SELECTION BELOW)

Option 1 <input type="checkbox"/> _____ Initials	OR	Option 2 <input type="checkbox"/> _____ Initials
DIRECT DEPOSIT		MONEY NETWORK SERVICE

I authorize Employer to pay me by Direct Deposit or the Money Network Service, according to the selection I checked and initialed above. This Employee Pay Selection Record ("PSR") and Account Information (defined above) must be submitted to Employer within three (3) business days (thirty (30) days in Michigan) of receiving notice to do so. **If I fail to make a selection for Direct Deposit or the Money Network Service, or to provide Account Information (if applicable), I agree that I will be paid using the Money Network Service.** However, I understand that I can change my pay selection at any time in the future by submitting a new PSR and Account Information (if applicable) according to Employer's procedure (subject to the time it takes Employer to implement the change). My election will remain in effect unless Employer and/or Program Manager cancels this arrangement. In case of payment of funds to which I am not entitled, I authorize Employer to withdraw such funds from the Account or the Money Network Service. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to verify and record identity information before opening an account such as the account provided when you enroll in the Money Network Service. To permit this identification so that my pay to be placed in such an account, I authorize Employer to share my name, address, date of birth, Social Security Number, identification documents, and related personal information with Money Network and the issuing bank.

<b>EMPLOYER USE ONLY</b>		
Signature*	Printed Name*	Date*
Employee ID Number		

\* Required

### PAYSTUB INFORMATION AVAILABLE ONLINE:

**Employee earnings statements** are available for all employees to view, download or print, from UltiPro, the company's payroll service provider. The UltiPro website offers you immediate and convenient access to your earnings statements 24 hours per day, 7 days a week.

- Earnings statements are available to view on payday by logging on to the company's payroll service website
- Copies of your statements will be available on the website for up to 3 years
- **Registration access is available 3 business days after your date of hire**
- **You MUST register with UltiPro in order to login and see your pay statements online**

If you require and are unable to print a copy of your bi-weekly earnings statement, you can contact Human Resources for assistance at x5621. If necessary, please leave a message with your name, employee number, and the pay-day date of the statement you are requesting. A copy will be sent out the following business day to your home address.

For **REGISTRATION INSTRUCTIONS** see following pages. Easy to do from your home computer or tablet or Store Intranet.

Read, understood and acknowledged: Signature \_\_\_\_\_ Emp#: \_\_\_\_\_ Date: \_\_\_\_\_

**Sherwood Management Co., Inc.**  
**Store Associate Sales Incentive Program**  
**Effective September 1, 2019**

The following information describes the company's Sales Incentive Program.

General

1. This Sales Incentive Program ("Program") summarizes the features of Sherwood's incentive compensation program for eligible Sherwood Management Company, Inc., dba Daniel's Jewelers ("Sherwood") sales associates ("Associate(s)"). The Program is intended to reward Associates for sales performance consistent with management objectives. It is intended to take into account the manner in which the results are achieved, including adherence to Sherwood's values and policies.
2. Payments under this Program are in addition to the Associate's guaranteed standard wage, including all mandated minimum hourly wages or other compensation, and any applicable overtime premium rates. Associates have no vested or contractual rights to any compensation described in this Plan over and above their standard wage. The award and payments under this program are always subject to management's sole discretion.
3. This program includes two types of payouts – Sales Incentives and Other Bonuses. Each is addressed below. For each type of payout, current employment on the date the adjustment period has ended (as defined below) is a condition of earning any compensation.

Sales Incentives (based upon sales performance and monthly sales quotas)

4. To be eligible for Sales Incentives, an Associate must be assigned a sales quota. Associate quotas are established at the store where the Associate is assigned to work, including temporarily assigned work locations.
5. As used in this document, "net" shall mean the gross sale, less returns for credit and, if applicable, less the reduction of each type of sale per Associate due to the allocation of sales and returns for credit between Associates, i.e., "splits," less sales which have been determined to be fraudulently entered or entered in violation of company policy, regardless of the company's ability to tender or collect on such sales, and shall apply to merchandise, repairs and registry transactions.
6. As used in this document, "Incentive Sales" shall mean the sum of net merchandise, net registry, and net repair sales sold by the Associate during the calendar month, including returns for credit that may have originated from a transaction, but for which a Sales Incentive may have not been previously advanced or earned.
7. The Sales Incentives advanced will be based on the percentage of the Associate's quota achieved. As noted below, some levels of achievement will be based on net merchandise sales PLUS net repairs sales and net registry sales. Other levels of achievement will be based solely on net merchandise sales.



**Sherwood Management Co., Inc.**  
**Store Associate Sales Incentive Program**  
**Effective September 1, 2019**

8. The amount of the Sales Incentive advance to be paid is a percentage (referred to as “Sales Incentive Rate”) times Incentive Sales. The Sales Incentive Rate will be determined as:
  - a. When the Associate’s Incentive Sales is divided by the Associate’s sales quota and the results is less than 80% (“Less Than Partial Quota”), the Sales Incentive Rate is zero, no Sales Incentive Advances will be advanced, and no Sales Incentives can be earned.
  - b. When the Associate’s Incentive Sales is divided by the sales associate’s sales quota and the result equals at least 80% (“Partial Quota”), the Sales Incentive Rate is 0.5%.
  - c. When the Associate’s Incentive Sales is divided by the Associate’s sales quota and the result equals at least 100% (“Silver Quota”), the Sales Incentive Rate will instead be 1.0%.
  - d. When the Associate’s Incentive Sales is divided by the Associate’s sales quota and the result equals at least 110% (“Gold Quota”), the Sales Incentive Rate will instead be 2.0%.
9. When the Associate’s Sales Incentive Rate is greater than zero, a Bonus Sales Incentive Rate will be added to the Associate’s Sales Incentive Rate when the store in which the Associate sold the majority of his or her Incentive Sales during the month achieves 20% or more in total down payment on all included charge sales, 12% or more in non-third party down payments on applicable non-third party charge sales made (“Store Down Payment Requirements”).
  - a. If the store achieves the Store Down Payment Requirements above and 100% or more of the store’s entire store quota for the month, the Bonus Sales Incentive Rate will be 0.5%.
  - b. Alternatively, if the store achieves the Store Down Payment Requirements above and 110% or more of the store’s entire store quota for the month, the Bonus Sales Incentive Rate will instead be 1.0%.
10. The amount of any advance on potential Sales Incentives is calculated after the conclusion of each calendar month.
11. Advance payment of any potential Sales Incentives will be made on the next regularly scheduled bi-weekly payroll following the calculation and review of all Incentive Sales for the calendar month.
12. Associates shall not earn any Sales Incentive unless and until the calculation process is complete and the adjustment period has ended (the end of second calendar month following the calendar month in which the transaction originally occurred – a maximum of 92 days or less), and the Associate meets all other conditions for receipt of Sales Incentive compensation set forth in this Program.
13. Current employment on the date the adjustment period has ended (as described in paragraph 12, above) is a condition of earning any Sales Incentive compensation.

**Sherwood Management Co., Inc.**  
**Store Associate Sales Incentive Program**  
**Effective September 1, 2019**

14. Management retains the right, in its sole discretion, to recover advances on potential Sales Incentives if (a) Sherwood discovers that the transactions or events giving rise to the advance of potential Sales Incentive violates Sherwood's policies, the Program, or the spirit of the Program, and/or (b) the individual is not employed at the date the Sales Incentive is earned.

Other forms of Bonuses

15. From time to time, the company may announce and authorize additional incentives. Such incentives may be based upon the Associate's sale of specific items or engagement in specific activity (collectively "Activity").
16. Advance payment of any potential incentives may be made at the time of the Activity. Such incentives will be earned only (a) if the benefit of the Activity is not lost within 90 days (e.g., by returns or refunds), and (b) the Associate meets all other conditions for receipt of additional incentives set forth in this Program.
17. Current employment on the date the adjustment period has ended (as described in paragraph 16, above) is a condition of earning any incentive compensation.
18. If the benefit of the Activity is lost within 90 days, advance payments arising from that Activity must be returned by the employee, and/or amounts advanced to the Associate for such sales may be deducted at a later date from other unearned incentive payments under the program.

All employment at Sherwood is "at will," and the establishment and administration of this Sales Incentive Program does not modify this "at will" arrangement in any way. Sherwood reserves the right to revise, modify, or withdraw this Program at any time, in its sole discretion.

Employer:

Sherwood Management Co., Inc.

By: David Sherwood, CEO

January 1, 2020

\_\_\_\_\_  
Sales Associate Name and Employee Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EMPLOYMENT MATERIALS RECEIPT ACKNOWLEDGEMENT

### I HAVE RECEIVED THE FOLLOWING:

- Sherwood Management Company/Daniel's Jewelers Employee Handbook
- Paid Sick Leave Policy
- Policy Against Unlawful Harassment, Discrimination, and Retaliation
- Sexual Harassment brochure
- Make a Difference Network Brochure
- Ultipro Registration Access
- W4 Attachments

I agree to familiarize myself with the information in each of these brochures, especially **THE EMPLOYEE HANDBOOK**. I further agree to never intentionally violate any policy in this Handbook and understand that doing so could result in my discharge. I will contact the Human Resources Department at (310) 665-2100 x-5618 if I have a question about this information or a complaint about inappropriate behavior or Harassment by another employee, vendor, or customer.

I understand that the guidelines outlined in this **Employee Handbook** reflect the usual way of handling various situations. I also understand that management reserves the right to deviate from established guidelines, and reserves the right to interpret, amend, modify, supersede, or eliminate guidelines in this handbook, other than at-will, at any time, with or without notice.

I further understand that this **Employee Handbook** and its contents do not create a contract of employment, expressed or implied. I also agree that my employment is at-will, and that either the Company or I may terminate the employment relationship at any time, with or without cause and with or without advance notice. I further understand and agree that the Company reserves the right to change my hours, wages, benefits, position, working conditions or location, and terms of employment, as well as to take disciplinary action as it deems appropriate, at any time, with or without cause or advance notice.

EMPLOYEE SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
DATE#

COMPANY REPRESENTATIVE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
ONBOARDING STR#



September 2021

**Re: ARBITRATION AGREEMENT**

Although Sherwood Management Co., Inc. hopes that differences with its employees will not occur, when they do, we actively encourage associates to first contact their immediate supervisor, manager, or a member of management to assist in resolving any issues or concerns that might arise. In addition, you can always reach out anonymously to The Network @ (800) 241-5689, if you do not feel comfortable speaking with one of the sources listed above.

In the event an employment conflict does develop, we believe it is in the best interest of everyone concerned to handle the issue promptly and with a minimum of disruption to our employees and the business operations. In order to more speedily resolve certain work-related differences that may come up between Sherwood Management and its employees, we have instituted an Arbitration Agreement and procedure. Under the Arbitration Agreement, certain disputes that may result from your employment with Sherwood Management, or the termination of your employment, will be resolved by arbitration.

We believe arbitration provides:

- An opportunity for both parties to work together towards a resolution
- A more informal, less expensive, and time efficient alternative to litigation
- Flexibility in scheduling to accommodate everyone's availability, rather than fit into a court's calendar
- Simplified and private proceedings where decisions are made by an arbitrator rather than a judge

Working together and effectively communicating is always suggested as the first and best solution to addressing your concerns!

Sherwood Management Co., Inc./Daniel's Jewelers, asks that you read, review, and sign the attached arbitration agreement. Please feel free to ask to speak with the Director, Human Resources if you have any questions.



## HOW TO RESOLVE A COMPLAINT or PROBLEM

It is important to us that you and each employee find Sherwood Management/ Daniel's Jewelers a pleasant and enjoyable place to work. It is possible that at times, there may be a question, misunderstanding or some other situation that arises concerning your job, other employees, or customers that you are not comfortable with, or that might even make you feel that you are being treated unfairly or inappropriately. If this should ever occur, you should let the appropriate person know about it, as your success and the continued success of our company often depends upon you doing this. In fact, we feel so strongly about the importance of you resolving any problem like this that policy requires you and each employee to do one or more of the following in order to resolve a question or problem of this type:

1. Discuss and attempt to resolve the matter directly with the person that is causing the problem.
2. If the problem continues, report it to your store or department manager, so they can take action to resolve the matter.
3. If you are not comfortable doing either of the above steps, or if after you do them, the matter is not resolved discuss the matter with your RDM then Department head, Director of Loss Prevention Tim Humble (626) 437-4104, LP Manager Cary Straus (818) 383-6400, or with Cindy Stein, Director of H.R. Department and can be reached at extension 5618.
4. If you wish to inquire about something, have a suggestion, or want to report something anonymously, you can call a company called **"The Network"** at **1-800-241-5689** or **report online at [www.reportline.web.com/SMCDJ](http://www.reportline.web.com/SMCDJ)**. The Network will forward your message to us without asking your identity and in most instances, can pass our reply back to you.
5. Should you not be satisfied with the results of the above steps, you should submit the matter in writing to company ownership. Your written correspondence will be reviewed in it's entirety and a reply will be sent to you within a reasonable period of time.

At any time, either during or subsequent to the above process, you may directly contact Cindy Stein with any questions or concern. At your request, this conversation will be kept confidential.

Since you are required to follow this company policy by doing one or more of the above steps when necessary, the fact that you do one or more of them will not be held against you.

EMPLOYEE SIGNATURE:

NAME

EMPLOYEE #

DATE#

## ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is made as of \_\_\_\_\_ (date) by and between \_\_\_\_\_ ("Employee") and Sherwood Management Co., Inc. ("Employer" or "Company") (collectively referred herein as the "Parties").

The Parties to this Agreement agree to arbitrate any disputes, claims, or controversies ("claim") that either party may have against each other, including their current and former agents, owners, officers, directors, managers, or employees, which have already arisen, or which arise from the application for employment, the employment relationship between Employee and Employer, or the termination thereof.

Claims covered by this Agreement include, but are not limited to, past, present and future claims of employment discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, violation of public policy, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, wages, bonuses, commissions or other compensation or monies claimed to be owed, vacation or sick pay, meal and rest periods, wrongful termination, tort claims, equitable claims, and all statutory common law claims under state, local or federal law, unless specifically excluded below. This agreement specifically covers, without limitation, claims under the Age Discrimination in Employment Act; the Civil Rights Act of 1964 and 1991; the Americans with Disabilities Act; the Rehabilitation Act; the Occupational Safety and Health Act, the Equal Pay Act; the Pregnancy Discrimination Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Uniformed Services Employment and Reemployment Rights Act; the Workers Adjustment and Retraining Notification Act; 42 U.S.C. § 1981; and their state and local law statutory counterparts. This agreement also covers any and all claims that the Company may have against me, including (but not limited to) claims for misappropriation of Company property, disclosure of proprietary information or trade secrets, interference with contract, trade libel, gross negligence, or any other claim for alleged wrongful conduct or breach of the duty of loyalty. Also specifically included are all claims, disputes, and/or controversies relating to the scope, validity, or enforceability of this Agreement, except as to the Parties' waiver of participation in class or representative actions, any dispute relating to the interpretation, applicability, or enforceability of this class waiver may only be determined by a court and not an arbitrator. This Agreement excludes (i) claims arising under the National Labor Relations Act; (ii) claims for workers' compensation benefits to remedy work-related injury or illness; (iii) claims for state unemployment and/or disability benefits; and (iv) claims arising under any employee benefit or retirement plan that provides for its own dispute resolution procedure. **THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO BRING SUCH CLAIMS IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND EACH THEREFORE, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION INVOLVING CLAIMS SUBJECT TO ARBITRATION.**

Unless otherwise mutually to by the Parties, arbitration shall be conducted in Los Angeles County, California, in accordance with the laws of the state of Employee's assigned work location. The arbitration shall be conducted by a neutral arbitrator in accordance with the Employment Arbitration Rules and Procedures issued by the Judicial Arbitration and Mediation Service ("JAMS") at the time of arbitration, or other mediation service if mutually agreed to by the Parties. The JAMS Rules are available upon request to the Company. Also, as of the date of this Agreement, the Rules may also be found at the following webpage: <http://www.jamsadr.com/rules-employment-arbitration>. Company and Employee shall mutually select the arbitrator from the JAMS panel, or other mediation service if mutually agreed to by the Parties. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under applicable law, including, but not limited to, attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Employer will pay the arbitrator's fee for the proceeding, as well as any room or other charges by JAMS. The Parties shall have the right to conduct discovery in accordance with the California Civil Discovery Act (Code of Civil Procedure Section 2017.010 *et seq.*) and in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec

Employee Initials \_\_\_\_\_

Company Initials \_\_\_\_\_

## ARBITRATION AGREEMENT

Page 2 of 2

1280 *et seq.*, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a demurrer or summary judgment prior to the arbitration hearing.

The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. The decision or award of the arbitrator shall be final and binding upon the Parties. The arbitrator shall apply the laws of the state of Employee's assigned work location, except as to the Federal Arbitration Act ("FAA") and other instances where federal law preempts applicable state law or governs the claim(s) at issue. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The Parties agree that any relief or recovery to which they are entitled arising out of the relationship between the Parties or cessation thereof shall be limited to that awarded by the arbitrator. Nothing in this Agreement precludes Employee from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency. However, Employee understands and agrees that Employee cannot obtain any monetary relief or recovery from such a proceeding.

The Parties agree to file any demand for arbitration within the time limit established by the applicable statute of limitations for the asserted claims or within one year of the conduct that forms the basis of the claim if no statutory limitation is applicable. Failure to demand arbitration within the prescribed time limit shall result in waiver of said claims.

Neither the terms nor the conditions described in this Agreement are intended to create a contract of employment for a specific duration of time or to limit the circumstances under which the Parties' employment relationship may be terminated. Since employment with Employer is voluntarily entered into, Employee is free to resign at any time. Similarly, Employer may terminate the employment relationship without cause or notice at any time.

This Agreement shall be governed by and shall be interpreted in accordance with the FAA. Where the FAA is silent, or where, by operation of law, the FAA does not apply, the substantive law of state of Employee's assigned work location shall apply. The terms of this Agreement shall not be orally modified. This Agreement can be modified only by a written document signed by the President or Chief Executive Officer of Employer and Employee. A court or other entity of competent jurisdiction construing this Agreement should administer, modify, or interpret it to the extent and in such manner as to render it enforceable.

I am entering into this Agreement voluntarily in exchange for the speed and efficiency in resolving employment-related claims that the arbitration process offers. I have been advised of my right to consult with counsel regarding this Agreement. I ALSO UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, I AM WAIVING ANY RIGHT TO A TRIAL BY JURY.

EMPLOYEE

EMPLOYER

Sherwood Management Co., Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Emp. #

\_\_\_\_\_  
Print Name, Title

☐ You may request a counter-signed copy of this Agreement by checking this box



## AGREEMENT REGARDING EMPLOYMENT RELATIONSHIP

This Agreement Regarding Employment Relationship (the "Agreement") is made and entered into effective as of today by and between person whose signature is at the end of this document ("Employee") and Sherwood Management Co., Inc. doing business as Daniel's Jewelers or Tesoros De Amor (individually or collectively, "Employer" depending upon which entity or entities for whom Employee actually performs services).

- 1) The Company will employ Employee initially to work at one of the Company locations at an initial starting wage/salary. Employee's job responsibilities shall include those specific to this position as well as any other duties which the Company may from time to time assign to Employee.
- 2) The employment provided by the Company and defined in this Agreement is for an indefinite period of time. This is and will remain true regardless of the method of calculation of Employee's pay or the timing of the payment thereof.
- 3) Employee's future hours, wage/salary rate(s), position(s), job responsibilities, working conditions, location, terms and benefits of employment shall be determined by the Company in its sole discretion, and are subject to change by the Company at any time, with or without cause, and with or without notice. Employee understands that no employee of the Company, other than the C.E.O. has authority to enter into any agreement contrary to the foregoing. In addition, the C.E.O. may enter into any agreement contrary to the foregoing only by signing a written statement that does so clearly and specifically.
- 4) Employee's employment with the Company is "at-will", and is not for any specified term. As such, Employee's employment may be terminated either at Employee's option or the Company's option at any time, for any reason, with or without cause, and with or without notice. Employee understands that no employee of the Company, other than the C.E.O. has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing. In addition, the C.E.O. may alter the at-will nature of Employee's employment relationship with the company only by signing a written statement that does so clearly and specifically.
- 5) In consideration of Employee's employment, Employee agrees to abide by the policies and procedures of the Company as revised from time to time by the Company in its sole discretion. By signature below, Employee acknowledges they have received, read and understood the Company's Employee Handbook. Employee understands that this Handbook contains explanations of various benefits and policies of the Company. The Company may also maintain other policies and practices which may or may not be communicated to Employee. Any or all of these benefits and policies may be revised, deleted, or supplemented from time to time by the Company and the old policy need not be followed by the Company. These policies, practices, and procedures are not intended to nor do they confer contractual rights of any kind upon any employee, or create contractual obligations of any kind for the Company. Employee understands that it is his/her responsibility to familiarize him/herself with such changes. Neither the existence of policies, the frequency that such policies are applied, the contents of any performance reviews, the duration of employment nor any other conduct of the Company is meant to modify, nor should it be interpreted as modifying, the "at-will" nature of Employee's employment as discussed in paragraphs 3 and 4 above.
- 6) Any reference to Daniel's Jewelers, Daniel's or employer in the Handbook, or in any policies, or in any communications with Employee are intended to refer to the term Company as used in this Agreement.
- 7) This Agreement, with no changes other than insertion of the date and Employee's name, may be signed on behalf of Employer by an Orientation Training Facilitator, by any store manager/department head, or by a higher level managerial employee. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, commitments and practices between the parties, whether oral or written. Any and all previous agreements shall be deemed to have been cancelled as of the date of this Agreement. Each party acknowledges and agrees that no representation, inducement, promise or agreement has been made by any party, or by anyone acting on behalf of any such party, which is not embodied herein. This Agreement or any provision herein may be amended, supplemented, or modified only by a written agreement that specifies that it is amending this Agreement and is signed by the C.E.O. of the Company.
- 8) Employee warrants that she/he has been given any opportunity to ask questions regarding the Company's rules, policies and procedures and the meaning of the at-will nature of Employee's employment relationship with the Company.

IN WITNESS WHEREOF, this Agreement is executed as of the written below.

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

NAME

EMPLOYEE # DATE#



Sherwood Management Co., Inc.  
EXECUTIVE OFFICES FOR DANIEL'S JEWELERS



**SAFETY MANUAL TRAINING**  
(Illness and Injury Prevention Plan)

The Safety Manual also known as the company Injury and Illness prevention Plan was reviewed with me. I was shown how to find it on the Store Web terminal, understand that I should be familiar with it, and that I can look at it anytime.

EMPLOYEE SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
DATE#

---

**PAYROLL INFORMATION – CASH PAYMENTS**

I understand that from time to time I may receive cash as part of my compensation. These payments may be either bonuses or spiffs. I understand that all cash payments are reported to the appropriate tax authority including the IRS and the Franchise Tax Board. I acknowledge that I am responsible for the payment of all taxes related to any cash payments that I receive.

EMPLOYEE SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
DATE#



## GROUP MEDICAL INSURANCE ELIGIBILITY NOTICE

My eligibility to enroll in the company's group medical insurance plan is indicated below.

☐ Full Time Employee

1. I have been hired with the expectation that I will work 30 hours or more per week and, therefore, I will be eligible to enroll in the company's group medical plan effective the 1<sup>st</sup> of the month no less than 31 days, but no more than 60 days, after my hire date.
2. If I choose to enroll in the company's group medical plan, I must do so no later than the end of the month in which I am first eligible and I must pay the full employee's share of the premium for the month that I am first eligible, regardless of when I complete the enrollment process. If I choose NOT to enroll in the company's group medical plan when first eligible, I will not be permitted to enroll until the beginning the next benefit plan year (April 1<sup>st</sup> through March 31<sup>st</sup>).
3. If I enroll in the company's group medical plan when first eligible, I will remain enrolled for entire benefit plan year (April 1<sup>st</sup> through March 31<sup>st</sup>).
4. For subsequent plan years, if I have been employed less than twelve months during the company's 12 month Measurement Period (February 1<sup>st</sup> through January 31<sup>st</sup>) prior to start of the next benefit plan year (April 1<sup>st</sup> through March 31<sup>st</sup>), I will be permitted to continue my enrollment for the next benefit plan year. However, if I have been employed for the twelve months of the Measurement Period prior to start of the any subsequent benefit plan year, I must have worked no less than 1,560 hours during the preceding Measurement Period in order to maintain my eligibility for enrollment at the start of the subsequent benefit plan year.

☐ Variable Hour Employee

1. I have been hired with the expectation that I will work less than an average of 30 hours per week or 1,560 hours per year and, therefore, I am \*NOT\* eligible to enroll in the company's group medical plan.
2. If during the first 12 months following my date of hire (by day, not by calendar month), I work 1,560 hours or more, this will change my insurance eligibility status from Variable Hour Employee to Full Time, making me eligible to enroll in the company's current year group medical plan. If I choose to enroll, the effective date will be the 1<sup>st</sup> of the month following at least 31, but no more than 60 days, after the anniversary of my hire date. If I choose NOT to enroll in the company's group medical plan when first eligible, I will not be permitted to enroll until the beginning the next benefit plan year (April 1<sup>st</sup> through March 31<sup>st</sup>), subject to eligibility measured during the preceding 12 month Measurement Period (February 1<sup>st</sup> through January 31<sup>st</sup>).
3. Regardless of Full Time Employee or Variable Hour Employee status, if I am enrolled in the company's group medical plan and I stop working for the company or my status and eligibility changes to Variable Hour Employee, I will be offered to continue my enrollment in the company's group medical plan under COBRA.

4. EMPLOYEE SIGNATURE: \_\_\_\_\_

NAME

EMPLOYEE #

DATE#

Sherwood Management Co., Inc.  
EXECUTIVE OFFICES FOR DANIEL'S JEWELERS



**ACKNOWLEDGEMENT AND CONSENT REGARDING  
ELECTRONIC MAIL, VOICE MAIL & TELEPHONE  
CONVERSATIONS; and  
VIDEO AND AUDIO RECORDING**

**Electronic Mail, Voice Mail, and Telephone Monitoring**

I understand that the use of all electronic mail and telephone systems installed for, by or on the premises of the company, including the corporate offices, retail locations and other places, are for business purposes only. These include electronic mail, recorded telephone communications, i.e., Voice Mail and telephone communications that are recorded, and live telephone communications that I send, place or receive. I understand that each stored electronic mail and recorded telephone communication is the sole property of Sherwood Management Company.

I acknowledge being informed that the Company has the ability to monitor, store and review such electronic mail, recorded telephone communications and live telephone communications. As a condition of my employment and my using this equipment, I give my unconditional consent for the Company to monitor such electronic mail, recorded telephone communications and live telephone communications that I may send, receive or participate in. My consent includes my agreement that there is NO personal confidentiality concerning such electronic mail, recorded telephone communications and live telephone communications.

**Video & Audio Monitoring**

As part of the measures to maintain a safe working environment, enhance loss prevention, and monitor general compliance with the Company's policy and procedures, the Company may install video and/or audio recording devices for, by or on the premises of the company, including the corporate offices, retail locations and other places

Also, the Company employees "Secret Shoppers" that pose as customers or non-employees to observe, report, and secretly make both video and audio recordings of employees in public places at stores or in the main office to determine how well employees follow company policy and procedures. In stores, the shoppers are determining things like how long the shopper is in the store before they are greeted, if the stores associates are friendly and doing the Company Expectations as stated in the Quota chapter on page 4 and 5 in the Operations Manual. . As a condition of my employment, I give my unconditional consent to being recorded by this equipment, if, when and where it is in use and to allow any recording to be shown to anyone that the Company deems appropriate to view it.

EMPLOYEE SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

\_\_\_\_\_  
DATE#

## CHARGE SALE APPROVAL GUIDELINES

Effective June 1, 2022

1. All sales and add-ons can only be posted on accounts that are NOT past due i.e., accounts that are D/S 0 (current monthly payment made) or D/S 1 (only the current month's payment is due). If the account is a D/S 1 and the due date for the current month's payment is past, the payment MUST be collected prior to entering any add-on sale per these guidelines.
2. **Sale:** A Sale that is Approved by Central Credit can be posted on the customer's account provided:
  - a. **SALE AMOUNT:** The amount of the merchandise and sales tax being sold "Amount Needing Approval" does not exceed the highest sale amount shown on the approval from Central Credit.
  - b. **DOWN PAYMENT:** If down payment is required, the collected amount of the down payment must be NO LESS in dollars as calculated by taking the down payment percentage shown on the approval times the Amount Needing Approval.
  - c. **REPAIR:** Any repairs up to \$150 can be added to a sale with a current approval from Central Credit without being resubmitted for approval. All repairs over \$150 MUST be submitted for approval on the sales ticket. A deal maker must be sent to central credit on repairs added to an existing account or to a previous sale (DP may be required).
  - d. **REGISTRY:** Registry IN ANY amount (subject to proper pricing) can be added to a sale with a current approval from Central Credit without resubmitting for approval if Revolving Terms remain the same. For extending Terms or high ending balances additional down payment may be required.
    - Registry ALONE UPTO \$500 can be run through POS WITHOUT an approval from Central Credit.
    - Registry ALONE OVER \$500 needs to be sent in to the Central Credit for approval and must be approved by Central Credit or covered by a CSA approval.
  - e. **M.U.S.T:** When noted on the Approval - You are automatically approved to sell any single fine Jewelry item (NO WATCHES) up to \$200 retail with no additional Down payment; keeping the same Revolving Terms on the approval from Central Credit.
  - f. **CSA:** Any CSA can be used to run a sale, registry, and/or repair through POS system without Central Credit approval if the sold amount is LESS than the CSA amount.
3. **Payment & Terms:**
  - a. The amount of the monthly payment, in DOLLARS PER MONTH, cannot be less than the monthly payment, in DOLLARS PER MONTH, on the approval from Central Credit.
  - b. **TERMS:** All Revolving Terms must be same as on the approval from Central Credit; Terms greater than R12 must be specifically and explicitly approved by Central Credit, even if the reason for higher Terms is simply the addition of Registry and/or Repair.
  - c. If a REGISTRY in the amount of \$500 or LESS is being sold separately and without an approval from Central Credit, the resulting payment terms IN NUMBER OF MONTHS, or R Terms, cannot be MORE than the R Terms CURRENTLY on the customer's account, or R06 if the customer has a zero balance prior to the sale of the Registry.
  - d. The POS system will restrict any add-ons or/and re-open sales Payment Terms if a CSA approval is used on any Sale, Registry or/and Repair. Payment terms should NOT be altered after the sale.

1 | Welcome Packet

Acknowledgement and Consent Regarding Credit Practices

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

NAME

EMPLOYEE #

DATE#

Sherwood Management Co., Inc.  
EXECUTIVE OFFICES FOR DANIEL'S JEWELERS



**ACKNOWLEDGEMENT AND CONSENT  
REGARDING CREDIT PRACTICES**

I understand that Sherwood Management Company issues credit to its customers in order to facilitate the sale of merchandise. I understand that my role in the establishment of customer accounts and the processing of credit sales is governed, in part or in whole, by Federal and/or State regulations and Company policies.

I acknowledge receipt of the Company's "Charge Sale Approval Guidelines, effective as of June 1, 2022".

I acknowledge having received training with regard to the following additional procedures:

1. All information that is entered on a credit application must be information that is obtained directly from the customer only. Assistance can be provided to locate telephone numbers using the internet or other information sources for employers, references and other information that is first provided by the customer.
2. Before any application is submitted to Central Credit for processing, for each customer (borrower and/or co-borrower), a government issued identification card showing the customer's name and picture must be examined and must satisfactorily match the customer and the information provided written on the credit application.
3. A credit bureau inquiry may be made at any time for existing customers and customers submitting a credit application for approval. At no time is it permitted to state to any customer or credit applicant that a credit bureau inquiry will not or may not be made.
4. The application for credit with Synchrony Bank is a separate application for credit. Always disclose that the customer is applying for a separate credit account. Enticing or instructing a customer to complete the Synchrony Bank application in order to "update" or "upgrade" their Daniel's Jewelers account, or any similar deceptive description of the Synchrony application process, is against company policy.

I acknowledge that I have been reminded that, although all employment at Sherwood Management is "at-will", which means that any employee may quit, be discharged, or have their employment relationship changed at any time without cause or notice, any failure on my part to following the Company's current "Charge Sale Approval Guidelines" or additional credit practices training that I have received, including but not limited to those items above, will result in additional disciplinary action up to and including termination of my employee relationship

Read, understood, and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Signature

2 | Welcome Packet  
Acknowledgement and Consent Regarding Credit Practices



Sherwood Management Co., Inc.  
EXECUTIVE OFFICES FOR DANIEL'S JEWELERS



**ACKNOWLEDGEMENT AND CONSENT  
REGARDING CREDIT PRACTICES**

I understand that Sherwood Management Company issues credit to its customers in order to facilitate the sale of merchandise. I understand that my role in the establishment of customer accounts and the processing of credit sales is governed, in part or in whole, by Federal and/or State regulations and Company policies.

I acknowledge receipt of the Company's "Charge Sale Approval Guidelines, effective as of April 16, 2011".

I acknowledge having received training with regard to the following additional procedures:

1. All information that is placed on a credit application must be information that is obtained directly from the customer only. Assistance can be provided to locate telephone numbers using 411 or other information sources for employers, references and other information that is first provided by the customer.
2. Before any application is signed and before any application is sent to Central Credit for processing, for each customer (borrower) and/or co-borrower, a government issued identification card showing the customer's name and picture must be examined and must satisfactorily match the customer and the information provided written on the credit application.
3. A credit bureau inquiry may be made at any time for existing customers and customers submitting a credit application for approval. At no time is it permitted to state to any customer or credit applicant that a credit bureau inquiry will not or may not be made.
4. The application for credit with GE Money is a separate application for credit. At no time is it permitted to fail to disclose that signing the GE Money portion of the application is an application for a separate credit account. Enticing or instructing a customer to complete and sign the GE Money portion of the application in order to "update" or "upgrade" their Daniel's Jewelers account, or any similar deceptive description of the GE Money application process, is against company policy.

I acknowledge that I have been reminded that, although all employment at Sherwood Management is "at-will", which means that any employee may quit, be discharged, or have their employment relationship changed at any time without cause or notice, any failure on my part to following the Company's current "Charge Sale Approval Guidelines" or additional credit practices training that I have received, including but not limited to those items above, will result in additional disciplinary action up to and including termination of my employee relationship

Read, understood and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Signature

Last update 4.16.11

# CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is made this date stated at the end of this agreement, between Sherwood Management Company Daniel's Jewelers or Tesoros De Amor (Employer) and the employee whose signature is at the end of this agreement (Employee).

## RECITALS

WHEREAS, Employer has spent a great deal of time and energies in acquiring its techniques, business and customers and,

WHEREAS, Employee recognizes that during the term of his/her employment he/she will become acquainted with the special needs of each customer and methodology of the business of the Employer,

NOW, THEREFORE, IN CONSIDERATION OF THE EMPLOYMENT OF EMPLOYEE BY EMPLOYER AND THE RECITALS ABOVE, THE EMPLOYEE AGREES AS FOLLOWS:

- 1) While employed by Employer, Employee shall not operate, or sign any leases or other legal documents, as the owner of a retail jewelry business, nor perform any work for any other firm that is in the retail jewelry business without first notifying employer in writing.
- 2) While employed, Employee shall immediately inform Employer if Employee, or if a relative of Employee, is involved in a retail jewelry business.
- 3) While employed and following termination of employment with the Employer, either voluntarily or involuntarily, Employee shall not, either directly or indirectly:
  - A. Make known to any person, firm, any information about a customer of Employer that Employee learned about, or was able to obtain, as a result of working for Employer, or
  - B. Use any information about a customer of Employer that Employee learned about, or was able to obtain, as a result of working for Employer, to the benefit of any person or firm other than Employer, or in any way that has adverse business effect on Employer. This includes, but is not limited to calling, or soliciting any of the customers that Employee became acquainted with, or aware of, as a result of working for Employer, for any purpose other than the benefit of Employer, or
  - C. Make known to any person or firm, any confidential information or trade secrets of Employer, or
  - D. Use any confidential information or trade secrets of Employer, that Employee learned, or was able to obtain, as a result of working for Employer, to the benefit of any person or firm other than Employer or a current Employee of Employer, or in any way that has an adverse business effect on Employer, or
  - E. Remove from Employer's property, any report or document, or a copy of any report or document, or information obtained from such report or document, that contains any of Employer's customer or other confidential or trade secret information, or
  - F. Disclose or use any confidential or trade secret information of Employer for any purpose other than for the benefit of Employer, or in any way that has an adverse business effect on Employer, or
  - G. Solicit someone you "Meet" as a result of your employment with Employer, to leave Employer and work elsewhere, or
  - H. Use any information about another employee of Employer that Employee learned, or was able to obtain, as a result of working for Employer, to the competitive business advantage of any person or firm other than Employer. This includes, but is not limited to calling, or soliciting any of Employer's current employees that Employee became acquainted with, or aware of, as a result of working for Employer, for the purpose of them working for and benefiting a retail jeweler that competes with Employer.
- 4) For the purpose of this agreement, the following definitions apply.
  - A. "Trade Secret" as defined as the whole or any part of any customer list or related customer information, financial data, design, price, procedure, costs, or profit structures, which (i) is known to Employee, (ii) Employer considers confidential, and (iii) gives one who uses it as an advantage over another business who does not know of or use it.

- B. "Confidential information" is defines as all items, materials and information (whether or not reduced to writing and whether or not patentable or copyrightable), which belong to Employer or have been confidentially provided to Employee to be used for the benefit of Employer.
- C. Employer by its customers or other third parties and which are related to the present and future business endeavors of Employer. Confidential information includes, but is not limited to, information provided by a customer pertaining to themselves, customer data, customer account information, sales records, merchandise cost or pricing, discounting policy, profit margin, pay scales, employee incentives/awards, trade secrets, existing and future product and marketing plans, procedures, and manuals.
- 5) If Employee is in doubt as to whether certain information or practice is to be considered as Employer's confidential information or a trade secret, Employee will treat such information as confidential information or a trade secret or ask Employer in writing.
  - 6) For a period of one (1) year following the expiration or termination (for any reason) of Employee's employment, Employees shall not accept any employment or other relationship, directly or indirectly, with any person or entity that provides any type of distribution, marketing or retail services to any Employer client or prospective client wherein the loyal and complete fulfillment of the duties of the competitive employment or relationship would require or be expected to require Employee to reveal, make judgments on, or otherwise use, any Confidential Information of Employer. Employee acknowledges the importance of preserving Employer's Confidential Information, and agrees that Employee shall not accept any employment or other relationship with any retail firm without notifying Employer in writing in advance and without advising the prospective employer of Employee's obligations concerning Confidential Information. Employee agrees that Employer shall be entitled without liability to notify any prospective or actual employer of the provisions of this Agreement.
  - 7) All trade secrets and confidential information is the exclusive property of Employer and should not be removed from Employer's location, either in whole or in part without written specific authorization. This includes, but is limited to, all materials, all records of the accounts of customers, including but not limited to sales slips, computer printout sheets (including but not limited to so called, 112, 122, 132 and F8 reports), credit applications or Photostats or handwritten or other copies thereof, or any other records and books relating in any manner whatsoever to the customers of Employer, whether prepared by Employee or otherwise coming into Employee's possession. If Employee should record any confidential or trade secret information in a book or record that is not owned by Employer, Employee shall immediately notify Employer, who shall then have the option to reimburse Employee and keep such book or record.
  - 8) All of Employer's written documents and communication are the sole property of Employer and are not to be copied or distributed to anyone who is not authorized by Employer to have such information.
  - 9) Employee agrees that any breach of Employee's promise in this agreement may cause permanent and irreparable damage to the Company and that consequently the Company will be entitled to injunctive relief prohibiting any break, and/or to the specific performance of this agreement. This does not limit any other type of relief that Employer might be entitled to for any breach of the agreement by Employee, including, but not limited to, an appropriate award of compensatory damages or punitive damages or both. In the event of any legal action taken by either party pursuant to this agreement, the prevailing party shall be entitled to an award of all court costs and attorney fees, including the costs of any subsequent appeals, in addition to any other damages or relief awarded, without the need for the posting of any bond or other security.
  - 10) This agreement supersedes any and all other agreements, either oral or in writing between the parties here to with respect to the Employee's obligations as to trade secrets and confidential information, and contains all of the covenants and agreements between the parties with respect to the subject matter.

EXECUTED the day and year first above written.

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

NAME

EMPLOYEE #

DATE#



# 17 STEPS TO BECOME A CHAMPION! ASSOCIATE TRAINING - EVALUATION FORM

HIRE DATE \_\_\_\_\_  
STORE # \_\_\_\_\_

EMP. # \_\_\_\_\_

ASSOCIATE NAME \_\_\_\_\_

USE PENCIL - Insert Date With Mgr & Assoc Initials In Box That Describes Associate's Performance Level For Each Task

STORE ASSOCIATE Required Job Tasks To Be A Sales Champion.  ALWAYS (see page 2 & 3):	CAPABLE - How Well Task Is Done				WILLINGNESS To Do Task			
	Start Training Complete	Task Needs Practice	Task Quality Improved	Goal Task Quality Satisfactory	Start Did It Once	Does It When Told	Usually Does It	Goal Always Does It
1. Call or Clock-in & start working on time								
2. Attire, Name Badge comply with Dress Code and Cell Phone Policy								
3. Does what Mgr/Keyholder asks w/out resistance								
4. Completes & files all paperwork properly								
5. Checks with manager before leaving sbre								
6. Works Lease Line when not with customer								
7. Customer Service Philosophy - Smile & greet with other than "Can I Help You?" With Every Customer, always (see page 4 & 5):								
8. Attempt to show merch after taking pymt								
9. Attempt to show \$1000+ item to each customer								
10. Attempt to T.O. customers w/out purchase								
11. Attempt to update/open a credit application w/each customer								
12. Attempt to sell Registry on each item and do Assumptive Close								
13. Attempt to Add-on items to each sale								
14. Attempt to clean jewelry & create repair sale								
15. Attempt to convert cash purchase to credit and utilize all our credit programs								
16. Attempt to resolve each customer problem								
17. Deliver Receipt Envelope & Credit Talk Off								

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

NAME

EMPLOYEE #

DATE#

COMPANY REPRESENTATIVE: \_\_\_\_\_

NAME

EMPLOYEE #

# ASSOCIATE TRAINING EVALUATION – 17 STEPS TO BECOME A CHAMPION

I acknowledge that I have been made aware of the policy items listed below. I understand that each item are requirements that each store employee like me must always do while working for Daniel's.

## **#1 ATTENDANCE – Call or Clock-In & Start Working On Time**

1. Always know my correct work schedule each day, copy each weekly schedule when posted, and check it for changes.
2. By the start of each shift (also after a rest or meal break), I should be clocked in, wearing the required clothing, be ready to work and continue working until the end of my scheduled shift.
3. If I am going to be absent, I must call (not text) and either leave a message or speak with my Manager or Supervisor (only if my Manager is not available) at least three (3) hours before the start of my shift. If I leave a message, I must call and speak with my Manager or Supervisor (only if my Manager is not available) during the 30 minutes following the start of my shift.
  - a. If I can't call for any reason, I should arrange in advance for someone to call for me.
4. If I am going to be late, I must call and either leave a message or speak (not text) with only my Manager or Supervisor (only if my Manager is not available) before the start time for my shift and say what time I will be at work.
  - a. If I am going to be later than this new late time, I must call back and tell my Manager or Supervisor before this new late time and then tell them what time I will arrive at work.
5. I should not be late or absent because of something I could have anticipated and done to prevent my being late or absent. This includes things like using an alarm with a battery (like a cell phone), charging it if necessary in case there is a power outage during the night, appointments, or leaving for work early enough so that an accident or heavy traffic won't cause me to be late.

## **#2 DRESS CODE AND CELL PHONE – Attire, Name Badge comply with Dress Code. Follow Cell Phone Policy**

1. I must wear acceptable professional business attire (refer to dress code policy) when I arrive at the store for work; or
2. When I clock "in" to start work; and at all times while being paid to work in the store.
3. During work time when I am being paid, except during a rest break, my cell phone should be turned off and put away in the backroom where other employees can't see it. I can only turn it on and use it during a rest break if I am not within view or hearing of co-workers; and
4. When I am clocked 'out' and not being paid like during a meal break; I should only turn on or use a cell phone when I am not within the view or hearing of co-workers.
5. A personal phone call should not be received during work time unless it is an emergency.

## **#3 DOES COMPANY RELATED TASK THAT MY MANAGER/KEYHOLDER ASK WITHOUT RESISTANCE**

1. Whenever I am directed to do something by the Store Manager or Keyholder or a main office management person, I should immediately do it without comment, argument, or asking questions unless I need instruction about how to do what I am being told to do.
2. While I am in the store and within the hearing or view of another employee or a customer, I should always smile, speak to others in a respectful, pleasant, calm manner, never curse, never raise my voice because I am upset, never refer to a person by a characteristic about them (like race, religion, gender, age, sexual preference, etc.) or gossip or say anything negative about another employee or a management decision or the company to a co-worker or customer, or do or say anything that could distract an employee from their work or a customer from shopping.
3. If I have a complaint about another person or a decision made by management, I should calmly speak privately with the store manager, district manager, and human resources department or report it anonymously to management through a company called "The Network" by calling 1-800-241-5689 or report the complaint online at [www.reportline.web.com/SMCDJ](http://www.reportline.web.com/SMCDJ).

## **#4 COMPLETES AND FILES PAPERWORK PROPERLY**

My position requires that I always completely fill out each sales ticket, envelope, form, log, etc. that is required to be done with each job related task that I do and that I put this paperwork into the proper place after filling it out. I must always do this:

1. Before I help a different customer or begin doing a different task; or
2. Make sure that someone else will immediately do it before I help a different customer or began doing a different task.



## **#5 CHECKS WITH MANAGER BEFORE LEAVING STORE**

1. Check with the store manager or the Keyholder-in-charge at the end of my shift before leaving the store; and
2. Not clock out or leave the store before first checking with the store manager or the Keyholder-in-charge.

## **#6 WORK THE LEASE LINE WHEN NOT WITH A CUSTOMER**

When I am not helping a customer or doing a specific task as directed by the store manager or the Keyholder-In-Charge (if the manager isn't in the store) I should always Work at the Lease Line of the store by:

1. Taking a 'lease line' designated gift (like a pair of CZ earrings) out in front or along the open side of the store;
2. Offer a free gift (or offer other things) to any customer that fills out a credit application (see below samples);
  - Free Gifts (Jewelry, Earned Gift Card, Gift with Purchase)
  - Clean & Inspect Jewelry (Ultrasonic, Steamer, Polishing Cloths)
  - Something for the Kids (Daniel's/Animal Balloon, Coloring Book)
  - Food & Drinks (Coffee, Cookies, Chips, Snacks, Water)
  - Have You Seen This? (Rolex, Lab Grown Diamonds, Daniela)
  - Huge Discount (Black Book, Trunk, BOGO, Gold Rush Event)
  - Credit Challenge (Applications, YWBA, Sunbit, Progressive, Zibby or Other)
3. I should offer this opportunity to every person that walks by me in the mall or in front of the store.

## **#7 CUSTOMER SERVICE PHILOSOPHY**

The Daniel's Spirit has made us a successful company for over 70 years.

1. Smile at the customer; and
2. Greet and welcome each customer by saying something other than "Can I help you".
3. I should constantly remain focused on providing a maximum level of CUSTOMER SERVICE. It is the company's intention that customers are not only satisfied but delighted with the service received in our stores.
4. The company expects all associates to be familiar with, and show "The Daniel's Spirit" whenever they are working in any position within the Daniel's organization.

I agree to familiarize myself with the policy for each of these items by referring to THE EMPLOYEE HANDBOOK which is also available on the Store Web terminal that I can look at it anytime. I further agree to never intentionally violate any policy in this Handbook and understand that doing so could result in my discharge. I will contact the Human Resources Department at (310) 665-2100 x-5618 if I have a question about this information.

## **#8 – 11 REQUIRED COMPANY SALES EXPECTATIONS**

### **TO DO WITH EVERY CUSTOMER:**

The following are required tasks that each person, including me, that works in a Daniel's jewelry store must always attempt to do with each customer to build trust, respect, and demonstrate good customer service.

### **#8 – 11 Company Expectations:**

1. Show and let every customer hold an item with a ticket price of \$1,000 or more by saying something like "Have you tried on our new (Signature piece or 1.00 CT. diamond, etc.)?"; and
2. Offer to complete a credit application with every customer (Daniel's and other available credit programs) by saying something like "We are going to get you the Best Financing possible"; and
3. Show a newly arrived or other piece of merchandise to each customer when taking his or her payment by walking with the customer to the case after saying something like "I would like your opinion on something"; and
4. Introduce each customer to the Store Manager or another associate before they leave without buying something OR being maximized by saying something like "Let me introduce you to (my store manager, our diamond expert, etc.)."

### **#12 Selling Registry** - Explain the benefits of the Registry service for the merchandise to every customer that:

1. Is purchasing; or
2. Has previously purchased and the item does not have the Registry service coverage.
3. Include the Registry amount in your total.
4. Do the Assumptive Registry Close Technique with every customer (see sample lines below)!
  - a. I am going to include the Registry in the monthly payment I quoted you!
  - b. I am sure you will want to peace of mind of being covered for three years under our Registry program, I will add it to your account/total.
  - c. Use your special Registry Close.

**#13 Add-On Expectation** - Show the customer additional items including those that compliment or can be worn as an ensemble with the item they are buying.

1. I must not assume or decide that a particular customer doesn't want to look at additional items.
2. I should constantly be familiar with the merchandise that is actually in the store so that for each item that a customer may buy, I know in advance where some items are that could be worn with it as an ensemble or that is a similar style or taste as the one the customer has selected to purchase.

**#14 Jewelry Cleaning and Repair** - Required to always attempt to clean the jewelry that a customer is wearing, inspect it for any service or repair needs, and inform the customer of anything that I discover.

1. If I discover a service or repair need with a customer's jewelry, I should point it out and explain it to the customer.
2. It is especially important that I do this if I discover something urgent that should be done before the jewelry item is worn again to prevent the loss of a diamond or precious gemstone.

**#15 Convert Cash Purchase to Credit and/or Maximize All Our Credit Programs** – Get a customer to charge at least part of their purchase on a Daniel's or utilize all our credit programs by:

1. Explaining or getting another employee to explain the benefits for the customer to do this; and
2. Personally assisting them by filling out the credit application for them with the information they provide.
3. Offer and use all our credit programs to maximize each Sale (Synchrony/Daniel's, Sunbit, Progressive and Zibby)

**#16 Resolve Customer Problems:**

1. Attempt to resolve each customer's complaint or problem while they are in the store; and
2. Attempt to speak with my store manager or regional/district manager while the customer is in the store if the customer is not satisfied; and
3. Give the Customer Service department phone number to the customer if they request it or if the customer doesn't appear satisfied.

**#17 Deliver Receipt Envelope & Credit Talk off Expectation - After recording on POS a Credit sale or payment, I must:**

1. Explain to the customer the many reasons why it is so important that they make their first payment and each payment after that by the scheduled date as written on the outside of the POS receipt holder; and
2. Let the customer know that most people prefer to come by the store to make their payment and the benefits of doing this including the knowledge that the payment was recorded on time (not lost or delayed in the mail) and receiving the payment receipt immediately; and
3. Put the POS receipt into a POS receipt holder and hand it to the customer

Today, I was also reminded that doing this is such an important customer service requirement of my position that if in the future I intentionally don't attempt to do this with even one customer, this could result in disciplinary action that could include my discharge

My signature below means that I understand what I must do and have received a copy of this warning.

Reviewed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

EMPLOYEE SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #

COMPANY REPRESENTATIVE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
EMPLOYEE #