This handbook does not create an employment contract between Landry’s and its employees. Your employment is AT-WILL. This means that either you or Landry’s may terminate the employment relationship at any time, with or without cause, and with or without notice. No policy or procedure in this handbook shall vest any right to you or any other employee, guarantee employment for any period, or create or contribute in any way to a legal cause of action against Landry’s. No manager or other representative of Landry’s, other than an officer of Landry’s, has authority to enter into any agreement for employment on behalf of Landry’s.
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WELCOME TO LANDRY’S!

Dear Employee,

Welcome, we’re glad you’ve joined the team. You are now a member of one of the nation’s largest restaurant, hospitality, entertainment and gaming chains. Since opening our doors in 1980, we have considered our employees to be our greatest asset. Your talents, skills and enthusiasm are the very heartbeat of this Company. Your contribution is vital to our success.

We are a subsidiary of Fertitta Entertainment, Inc., which is wholly owned by our Chairman and Chief Executive Officer, Tilman J. Fertitta. We have been widely recognized in the business media for our innovative dining concepts, fantastic family-friendly entertainment destinations, retail outlets, casinos, and hospitality facilities. As of November 1, 2014, we had over 500 operating businesses in 40 states and 15 countries, and we are still growing. We operate over 20 restaurant brands under such notable names as Landry’s Seafood House, Chart House, Rainforest Cafe, Bubba Gump Shrimp Company, Claim Jumper, Morton’s – The Steakhouse, McCormick & Schmick’s, Oceanaire Seafood Room, Saltgrass Steak House, Mastro’s Restaurants, plus our upscale signature group of restaurants. Our sister companies own and operate the Golden Nugget Hotel and Casinos in Las Vegas and Laughlin, Nevada, Atlantic City, New Jersey, Biloxi, Mississippi and Lake Charles, Louisiana. We, along with other Fertitta companies are also engaged in the ownership and operation of select hospitality/entertainment businesses, which include hotels, such as the San Luis Resort, Spa, and Conference Center in Galveston, Texas; aquarium complexes, in Denver, Colorado; Nashville, Tennessee; Houston, Texas; and Kemah, Texas. In addition, the Galveston Island Historic Pleasure Pier in Galveston, Texas and the Kemah Boardwalk in Kemah, Texas include amusements, entertainment, retail and dining. Our number one priority is to provide an exceptional guest experience for our customers. Great food, exceptional service and absolute cleanliness go a long way toward accomplishing this goal. We care passionately that our customers leave our restaurants and entertainment venues satisfied. Our livelihood depends on it. We want them to come back again and again. In a competitive business like ours, there are simply “no spare customers.” Keep your focus on the customers and be relentless in making them happy. That’s the very spirit and culture of our organization.

Through teamwork, we have become an exciting and very successful organization. Success doesn’t just happen; it takes leadership and a culture of excellence to keep our customers coming back. We don’t want to follow anyone’s standards in our industry. We want to set them.

Our future is bright. Our organization will continue to grow as long as we find good people like you. Opportunities for advancement abound, and we prefer to promote from within the organization. Make a difference and your efforts will be recognized. Give your best at all times and you will be well rewarded.

Welcome aboard!

Tilman J. Fertitta
Chairman and Chief Executive Officer
HISTORY OF LANDRY'S

The first Landry’s Seafood House restaurant opened in 1980 in Katy, Texas. The slightly more upscale Willie G’s Seafood & Steak House opened in Houston a year later. Tilman J. Fertitta, the Company’s Chairman of the Board, President and CEO, acquired a controlling interest in both restaurants in 1986. A prominent Houston entrepreneur, Fertitta knew a thing or two about the seafood business, having grown up peeling shrimp and waiting tables at his father’s surfside eatery in Galveston, Texas. In 1988, Fertitta acquired sole control of the Company. He believed the time was ripe for a national chain of Gulf Coast-style seafood restaurants where patrons were welcomed into an atmosphere so casual, yet so authentic and entertaining, they did not feel like they were eating in a chain.

Fertitta created a plan to extend his dining concept throughout the United States. A businessman by trade, he commenced his plan when banks were failing and businesses were struggling to pay their creditors. Fertitta overcame adversity and continued to believe in his product and his dream of expansion. There was no better place to start than in his hometown of Galveston. With its signature marquee, energetic atmosphere, and great food and service, Landry’s Seafood House was an overnight success! More restaurants followed in San Antonio, Corpus Christi and Austin. With great reviews and lines of customers, the Company grew from two to eleven restaurants in five years.

Aiming for faster growth and expansion, Fertitta turned to Wall Street. On August 19, 1993, the Company went public under the name Landry’s Seafood Restaurants, Inc.

Fueled with investment capital, the Company began opening restaurants throughout the southern United States. In May 1994, the Company acquired a single Joe’s Crab Shack, expanded the menu, tweaked the atmosphere and soon launched its second concept. The Company grew the Joe’s Crab Shack chain to well over 120 units over a 10 year period and sold the chain to a private investor in 2006.

In 1996, the Company added the publicly traded, The Crab House restaurants, founded in Miami in 1976. With its traditional East Coast flair, The Crab House was a perfect complement to our other seafood restaurants.

In 1998, the Company acquired the Cadillac Bar, a favorite Mexican restaurant and grill in Houston for more than 20 years. That same year, the Company completed the development of its first major specialty project, the 40-acre Kemah Boardwalk. Located approximately 20 miles from Houston on the edge of Galveston Bay, the Boardwalk entertains about four million visitors a year, and has been named one of the top ten American Boardwalks by Forbes Traveler Magazine. Its attractions include nine themed restaurants, retail shops, a first-class hotel, a water garden, a wooden roller coaster, a 400-slip marina, a train, amusement rides and midway games. Among the eateries is the Company’s first Aquarium Restaurant, featuring a 50,000 gallon tank of tropical fish.

The Company leapt further into the specialty realm in late 2000, when the Company purchased the Rainforest Cafe, a combination restaurant/retail entertainment operation. Rainforest Cafe offers a stimulating and entertaining rainforest theme, providing customers with “A Wild Place to Shop and Eat.” Rainforest Cafe is the premier themed restaurant concept in the world and is the only full-service restaurant concept operated in all Walt Disney theme parks throughout the United States and the world.
After obtaining Rainforest Cafe, the Company changed its name in 2001 to Landry’s Restaurants, Inc. to reflect its more diverse restaurant holdings.

Growth accelerated in 2002 when C.A. Muer Seafood Restaurants, The Chart House restaurants, Saltgrass Steak House, and Babin’s Seafood House joined our family of restaurants. C.A. Muer Seafood Restaurants – located in unique, high profile and landmark locations across the nation – include Charley’s Crab, Big Fish, Gandy Dancer, Grand Concourse, and other fine establishments. The Muer restaurants are praised for their gorgeous historical locations, mainly in Michigan and Florida, and for the culinary expertise of their chefs. All of these restaurants offer something unique. Chart House is known for its carefully chosen locations with spectacular views and award-winning cuisine. Ten locations made the list of the top fifty Best Scenic View Awards. Saltgrass Steak House is “Texas to the Bone” with the finest Certified Angus Beef® steaks, chicken, and seafood char-grilled to perfection. Also acquired with Saltgrass was Babin’s Seafood House, which added New Orleans flair to the Company’s varied seafood restaurant concepts.

The Downtown Aquarium was then opened in early 2003. It covers seven acres in downtown Houston and features 500,000 gallons of walk-through aquarium exhibits, the Shark Voyage – a train ride through a tunnel of sharks, ferris wheel, carousel, and banquet facilities. Add to that an Aquarium restaurant featuring superb high-quality seafood in unbelievable surroundings. In December 2004, we introduced a family of beautiful and mysterious white tigers in the Aquarium Adventure Exhibit, where they play in the ruins of an ancient Maharaja’s Temple. More Aquarium excitement also landed in Denver, where the Company redeveloped the 12-acre Ocean Journey complex into Downtown Aquarium Denver. This world-class attraction houses more than 500 species of aquatic life in a three story, one million gallon facility. An Aquarium Restaurant has also been developed in Nashville.

In 2003, the Company opened the world-class steak house Vic & Anthony’s, and reacquainted Houston with Brenner’s Steakhouse, a tradition since 1936.

Opportunity came knocking again in the fall of 2003 when we welcomed La Griglia, and Grotto restaurants to our family of signature restaurants, all originally located in Houston. La Griglia and Grotto restaurants offer authentic Italian dining. The Signature Group has expanded to other major cities across the U.S. – Vic & Anthony’s now delights guests in Las Vegas and Atlantic City and Grotto has additional units in The Woodlands, Las Vegas, Atlantic City, and Galveston.

The Company owns and operates a number of other exceptional restaurants including Simms Steak House, The Flying Dutchman, Meriwether’s, River Crab Restaurant & Blue Water Inn, Fisherman’s Wharf, Fish Tales, Bayside Grille, The Pizza Oven, Trevi, Harlow’s, and Red Sushi.

Fertitta Entertainment hit the jackpot in 2005 with the acquisition of the Golden Nugget Hotel & Casinos in Las Vegas and Laughlin, Nevada, and since has made more than $350 million in upgrades, renovations, expansions and additions to both properties. Winner of the AAA Four Diamond Award consecutively since 1977, the Golden Nugget Las Vegas is the most luxurious resort along the Fremont Street Experience. With the 2009 addition of the beautiful Rush Tower, the Golden Nugget now offers more than 2,400 guestrooms and suites. The property boasts a high-energy casino, a luxury spa and salon, and critically acclaimed restaurants such as Grotto Italian Ristorante, Vic & Anthony’s Steakhouse and Rush Tower’s Chart House Aquarium. In addition, the notorious Golden Nugget pool dubbed “The Tank” is a year-round outdoor swimming pool complete with a 200,000-gallon live shark aquarium and H2O poolside lounge.
The Tank is consistently named one of the Top 10 Hotel Pools in the World by prominent travel and tourism press, including Forbes Traveler Magazine. Located on the gorgeous banks of the Colorado River, the Golden Nugget Laughlin is an intimate, newly-renovated 300-room resort located 90-miles southeast of Las Vegas. The tropical-themed casino features all of the most popular Las Vegas-style gaming and delicious restaurants, including Saltgrass Steak House, Bubba Gump Shrimp Co. and Claim Jumper.

The newly remodeled Tower of the Americas, which the Company reopened in the summer of 2006, offers breathtaking views of San Antonio from 750 feet high. Guests can dine at the revolving Chart House restaurant, which seats 250 people and features magnificent views of the city. In addition, a Texas themed 4-D, multi-sensory theater takes visitors on a high-flying trip across the Lone Star State. The view, combined with top-notch catering, creates an event space like no other in San Antonio.

Another new venture for the Company is T-REX Cafe. T-REX is an interactive attraction that features full-service dining and a retail store, including the opportunity to make a prehistoric friend through Build A-Dino™ by Build A Bear Workshop®. Designed with elements of water, fire and ice, this experience comes to life with bubbling geysers, animatronic dinosaurs, a real fossil dig site, paleontology lab activities, and an enthralling ice cave. Upon entering, visitors are transported into a prehistoric world filled with endless opportunities to be educated and entertained. Simply put, at T-REX, guests can Eat, Shop, Explore and Discover.

The Company also owns Yak & Yeti, which is located inside Disney’s Animal Kingdom®. Yak & Yeti is a restaurant and quick-service eatery featuring delicious Pan-Asian cuisine. Situated at the base of Mt. Everest in the small town of Anandapur, Yak & Yeti offers great food and good-spirited family fun. Whether you dine in the Yak & Yeti Restaurant or grab something fast from their quick-service selections, you’ll indulge yourself with some of Asia’s most tasty offerings.

The Company is also a major player in the Texas hospitality industry. The Company’s master-planned redevelopment of Galveston’s Seawall Boulevard – which included the Galveston Island Convention Center – takes tourism to a new level in the Island City. Another Fertitta company owns the AAA Four Diamond San Luis Resort, Spa & Conference Center and the adjacent Hilton Galveston Island Resort. In addition, Fertitta Entertainment owns and operates the Holiday Inn Resort on the Beach.

Another one of the Company’s shining stars is the Westin Hotel located across the street from Houston’s Minute Maid Park, home of the Houston Astros Major League Baseball Club.

The Boardwalk Inn, a beautiful boutique hotel, developed and opened by the Company in 1998, overlooks the Company’s Kemah Boardwalk and invites guests to enjoy fabulous overnight stays, as well as long weekend getaways.

On October 6, 2010, Fertitta purchased all outstanding shares of Landry’s stock and acquired sole control and ownership of the Company. As a result, the stock is no longer traded on the New York Stock Exchange, and Landry’s is now a 100% privately held company.

In December 2010, the Company made its first acquisition as a private company when it acquired Claim Jumper Restaurant. Inspired by California’s Gold Rush history, Claim Jumper Restaurants opened its first location in Los Alamitos, California in 1977. Today, Claim Jumper has over 35 stores located primarily throughout the western United States. Claim Jumper offers a warm and comfortable environment reminiscent of the old West, with interiors featuring huge
Douglas Fir logs, natural rock, authentic log chairs, and large fireplaces. With a modern twist on traditional American cuisine and a full-service saloon, the chain’s extensive menu offers a wide variety of food and beverage choices. Claim Jumper is renowned for its enormous Six-Layer Chocolate Motherlode Cake.

The Company continued its expansion in December 2010 when it welcomed Bubba Gump Shrimp Co. to the Company’s family of restaurants. Bubba Gump Shrimp Co. opened its first restaurant on Cannery Row in Monterey, CA in 1996. The Bubba Gump concept is built around the movie Forrest Gump™ and contains movie memorabilia and retail items centered around that theme. Bubba Gump Shrimp currently has over 35 restaurants primarily in tourist-oriented, highly desirable locations such as Universal CityWalk – Hollywood, Maui, Times Square, Cancun, Hong Kong, and more.

Adding to the success of the Golden Nugget brand, Fertitta, in 2011, purchased the Trump Marina Hotel and Casino in Atlantic City (which originally opened in 1985 as Trump’s Castle Hotel Casino) and rebranded it the Golden Nugget. The Golden Nugget Atlantic City is located on the Frank S. Farley State Marina and features 740 guest rooms and suites, a huge casino floor, dynamic restaurants, 500-seat Showroom, Spa and Salon, and more than 50,000 square feet of meeting and event space.

In January 2012, Landry’s ushered in a new year of remarkable growth with its acquisition of McCormick & Schmick’s Seafood Restaurants. With over 65 locations, McCormick & Schmick’s is one of Landry’s largest acquisitions. Started in the 1970s, McCormick & Schmick’s is now one of the most recognized and respected seafood restaurants in the country. It’s easy to see why – diners coast-to-coast have fallen in love with their fresh approach to dining. This fresh approach is evident throughout the entire McCormick & Schmick’s experience, with menus reflecting the style of each Executive Chef while also highlighting fresh and local seafood varieties at the peak of their seasons. The continued emphasis on a respect for tradition is what makes McCormick & Schmick’s a respected name in the industry.

February 2012 further expanded Landry’s holdings with the addition of Morton’s – The Steakhouse, a brand that is renowned for its quality, consistency, and genuine hospitality. For over 30 years, Morton’s has been on a mission to provide “The Best Steak...Anywhere.” Morton’s seeks to provide not only memorable cuisine, but a memorable experience as well. With fresh, succulent seafood and their famed USDA prime-aged steak, it’s no surprise that Morton’s has thrilled diners all over the world. Morton’s currently has over 60 locations, including restaurants in such exotic locations as Macau, Singapore, Puerto Rico, and Shanghai to name a few.

In 2012, we renovated the Galveston Pier to its magnificent roots as a preeminent Historic Pleasure Pier featuring waterfront dining and entertainment like no other Gulf Coast destination. The Galveston Island Historic Pleasure Pier features family-oriented attractions including rides, midway games, a wide selection of food venues, and retail shops. Pleasure Pier is one of the few spots in the world that has 16 rides over the water! From our extreme steel coaster, the Iron Shark, to our family fun Texas Tea Cups, kids of all ages will relish the excitement. And after being open only for one year, Pleasure Pier was voted one of the top 5 best seaside parks in the world by Amusement Today.

The world renowned Golden Nugget made its debut on the Mississippi Gulf Coast in 2013. In November 2012, Fertitta purchased the Isle of Capri casino in Biloxi, Mississippi and invested $100 million dollars to transform the property into a brand new resort destination with the
Golden Nugget name. A number of Landry’s award-winning restaurant concepts were added, including Morton’s - The Steakhouse, Bubba Gump, Lillie’s Asian Cuisine, Michael Patrick’s Brasserie, and an over-the-top new Buffet. The entire property was updated with a fresh modern look that includes an expanded casino floor, new bars, remodeled Spa, shopping, and totally updated rooms and suites.

In May 2013, we continued our growth with our acquisition of Mastro’s Restaurants, a collection of sophisticated, classic Steakhouses and sumptuous Ocean Club Seafood locations. Founded in 1999 as a family-owned restaurant, Mastro’s shortly will have 14 locations which are recognized for their combination of world-class service, highly acclaimed cuisine, and live entertainment. Mastro’s Steakhouse features a cutting-edge menu of the finest in prime steaks and fresh seafood, while Mastro’s Ocean Club, the ultra-high-end coastal version of the renowned Steakhouse, offers the best of fresh prime seafood in an elegant, avant-garde atmosphere. Mastro’s is a premium luxury restaurant brand and a cosmopolitan entertainment destination.

In the summer of 2013, the expansion of the Golden Nugget brand into Lake Charles, Louisiana was announced. The property, only two hours from Houston, Texas, contains nearly 740 luxury hotel rooms and suites, an eighteen hole championship golf course, a world-class spa, retail shopping, a number of Landry's signature restaurants, including Vic & Anthony's Steakhouse and Grotto Italian Ristorante, an 18,000 square foot ballroom, an entertainment showroom, meeting spaces, a one of a kind pool and beach front and marina, and will include over 3,000 parking spaces. The newest location, which opens in December 2014, will also include a state of the art world-class casino with over 60 table games, a poker room, and 1,600 of the newest slot machines in the world.

We welcome you to make history together with us!

INTRODUCTION

Employees are encouraged to familiarize themselves with the content of this handbook, for it will answer many common questions concerning your employment.

While this handbook is intended to provide a general understanding regarding various policies and benefits which apply to you, it cannot anticipate every situation or answer every question about employment. In some cases, due to specific events, eligibility and/or waiting periods may vary slightly from property to property. Some of these are noted in the back of this book, while others will be addressed with supplemental information at your specific location.

In order to retain necessary flexibility in the administration of policies and procedures, Landry’s reserves the right to change, revise or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment at will. In the event there are changes, modifications, or alterations to any of the items or employee benefits referred to in this handbook, such changes will be communicated to you with appropriate notice.

Anyone found to be in violation of any Company policy or provision may be subject to disciplinary action, up to and including termination of employment.

Please consult your general manager and/or Human Resources Department if you have any questions.
HUMAN RESOURCES

EQUAL EMPLOYMENT OPPORTUNITY
Employment decisions at Landry’s are based on merit, qualifications, and ability. We provide equal employment and advancement opportunities to all individuals. We do not discriminate in employment opportunities or practices on the basis of gender, race, color, national origin, age, ancestry, medical condition, genetic information, marital status, gender identity or expression, religion, disability, sexual orientation, veteran status, or any other characteristic protected by law.

In compliance with the Americans with Disabilities Act, or as otherwise required by law, Landry’s makes reasonable accommodations for qualified individuals, including those with known disabilities, such as pregnancy, and for sincerely held religious beliefs of its employees in compliance with Title VII, unless doing so would result in an undue hardship to Landry’s. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have any questions or concerns about any type of discrimination in the workplace, or you need to request an accommodation, you are encouraged to contact your manager, General Manager or the Company’s Human Resources Department at 1-800-394-3839. Employees can express concerns and make reports without fear of reprisal.

IMMIGRATION LAW COMPLIANCE
Landry’s is committed to employing only United States citizens and aliens authorized to work in this country. We do not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act, you must, as a new employee and as a condition of employment, complete the Employment Eligibility Verification Form I-9 and document your identity and employment eligibility. If you have been rehired by Landry’s, you must complete a Form I-9 if one has not been completed in the past three (3) years—or if the previous Form I-9 is no longer retained or valid.

If you have questions about immigration laws, you are encouraged to contact the Human Resources Department. You may raise questions or complaints about immigration law compliance without fear of reprisal.

NATURE OF EMPLOYMENT
Employment at Landry’s is voluntarily entered into. You are free to resign at any time, with or without cause. Similarly, Landry’s may terminate your employment at any time, with or without notice or cause, provided there is no violation of applicable federal or state law.

The policies in this handbook are not intended to create a contract or contractual obligation of any kind between you and Landry’s. Some of the policies are intended only to apply to either restaurant personnel or corporate personnel.

OPEN DOOR
Our experience has shown that direct and open communication between employees and their supervisors creates a positive work environment. You have a right as an employee to ask questions of anyone, at any time about anything, and receive a prompt answer.
You also have a responsibility as an employee to respond quickly and clearly to questions asked of you. Straightforward communication throughout the Company is key to Landry’s continued success. We encourage you to take advantage of Landry’s Open Door Policy, without fear of reprisal. When you have a question, concern or idea, your immediate supervisor is in the best position to respond quickly and accurately. If you need further clarification, put your question or concern in writing, and ask to meet with your general manager or department head. We encourage you to present your ideas and solve your problems at the unit level. If you still feel the matter has not been fairly handled—or if the matter involves your general manager or department head—you may contact the Human Resources Department at 1-800-394-3839.

UNLAWFUL HARASSMENT AND DISCRIMINATION

Landry’s is committed to providing a work environment free of unlawful discrimination and harassment. Actions, words, jokes, or comments based on an individual’s gender, race, color, national origin, age, ancestry, medical condition, genetic information, marital status, gender identity or expression, religion, disability, sexual orientation, veteran status, or any other legally protected characteristic are unacceptable and strictly prohibited. It is also a violation of this policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, based on the same characteristics as noted above. Harassment or discrimination, whether because of sex or another protected characteristic, and whether overt or subtle, is demeaning to another person, undermines the integrity of the employment relationship, and will not be tolerated by Landry’s. While it is not always easy to define, sexual harassment under this policy certainly includes unwelcome advances, requests for sexual favors, uninvited touching, and offensive verbal comments of a sexual nature, to name just a few. Allowing an atmosphere to exist that tolerates any type of harassing behavior such as jokes, innuendoes, or explicit pictures, can also be considered harassment. This policy applies to all incidents of alleged discrimination or harassment, regardless of where the incident occurred, or whether the alleged offender is a manager, co-worker, customer, supplier, or otherwise connected to an employee’s work. All employees have a duty to report any conduct which they believe violates this policy.

Employees who witness or feel that they are experiencing any job related harassment based on gender, sexual orientation, gender identity or expression, race, national origin, disability, or another factor, or believe that they have been treated or seen someone else treated in an unlawful, discriminatory manner should promptly report the incident to their manager, General Manager, Regional Director, Vice President or the Human Resources Department. Employees who are not comfortable discussing the problem with their managers, or who feel the situation has not been resolved, should promptly contact the Human Resources Department. To report an incident to the Human Resources Department, you may dial 1-800-394-3839, or send an email to eerelations@ldry.com.

All reported or suspected incidents will be handled timely and with as much confidentiality as legally possible. All employees – whether complainant, witness, or accused – are required to be truthful, accurate, and cooperative during the Company’s investigation. Employees can raise concerns and make reports without fear of reprisal. It is the policy of the Company that no one will be retaliated against for making a complaint of harassment or discrimination based upon an honest perception of the events or for cooperating in the investigation of a complaint. Any concern regarding retaliation should be reported as soon as possible to the employee’s manager, General Manager, Regional Director, a Vice President or the Human Resources Department, or the employee’s immediate supervisor.
All managers and senior management have the responsibility to eliminate all harassing and discriminatory behavior. This responsibility includes communicating and enforcing this policy. Landry's will not tolerate harassment or discrimination by any person connected with the Company, and expects the utmost professionalism from its managers and senior management.

Anyone engaging in harassment or discrimination prohibited by this policy (even if the behavior does not amount to unlawful conduct) will be subject to disciplinary action, up to and including termination of employment. No one should be presumed to be in violation because an investigation is being conducted. The Company will make its findings at the conclusion of the investigation.

WHISTLEBLOWER

A whistleblower is a person who reports alleged corporate misconduct. Corporate misconduct includes any activity by a Company employee (from employees that work in a restaurant or hotel such as a server or manager, to employees that work in the Corporate office) that may constitute a violation of state or federal law, fraud, a violation of the Company’s Code of Business Conduct and Ethics or the Company’s Code of Ethics for the Chief Executive Officer and Financial Officers, questionable accounting, internal controls or auditing matters, or substantial or specific danger to an employee’s or the public’s health and safety.

This policy is intended to encourage and enable employees and others to raise serious concerns within the Company prior to seeking resolution outside the Company.

Company employees should report corporate misconduct either orally or in writing to their immediate supervisor, or if uncomfortable reporting corporate misconduct to their immediate supervisor, to the Vice President of Human Resources or the Company’s General Counsel. Any supervisor or manager receiving a report of improper activity should immediately contact the Vice President of Human Resources or the Company’s General Counsel. Employees reporting any corporate misconduct are encouraged to provide as much specific information as possible including names, dates, places and events that took place. Reports may also be made to the Company on its toll-free hotline at (866) 306-7002. Employee relations complaints should be made directly to Human Resources by calling 1-800-394-3839.

You can report your complaint on an anonymous basis either in writing or on our toll-free hotline. Contact information is contained at the back of the Company’s Employee Handbook. Employees may report corporate misconduct without fear of reprisal. Any employee who believes that improper retaliation has occurred as a result of their report of misconduct should immediately contact the Company’s Vice President of Human Resources or the Company’s General Counsel.

GENERAL POLICIES AND PROCEDURES

ACCOMMODATING DISABLED GUESTS

The Company provides accommodations that are readily achievable to guests with disabilities. These accommodations may be provided to guests or other visitors to our restaurants/hotels as may be necessary or warranted by the situation. The most important measure is to do our best to always provide good customer care and offer assistance when needed or requested.
This policy only serves as a general outline of the Company’s commitment and policy concerning accommodations for guests with disabilities. Employees will receive additional information during their employment based on their position with the Company. If an employee is unsure of how to accommodate a guest because of a disability, they should contact a manager immediately for assistance.

There are a variety of accommodations that the Company may be able to offer disabled guests. For example, a variety of auxiliary aids and services may be provided to blind or visually impaired guests such as assisting a visually impaired guest in reading a menu or bill, or in counting and identifying currency. Guests with disabilities, including those with hearing impairments, have the same access to the reservation system through online and telephonic means as other guests, and at one of our hotels/casinos, may be provided with paper and pens or pencils for communication, as needed. Guests with special dietary needs due to food allergies or medical conditions will have access to individuals with knowledge that can assist them with food choices. The Company maintains detailed policies about food handling in these situations. Any time a server is confronted with a guest with a food allergy, they should contact a manager immediately for assistance. In addition, employees who take reservations are trained to ensure that they have ready access to information about the restaurant’s/hotel’s accessibility features so they can easily answer any such questions.

Through a variety of different seating arrangements, our dining rooms have been designed to accommodate wheelchair and/or other accessibility needs. These same types of accommodations are available in our hotel rooms. In addition, employees should ensure that all pathways are clear for travel by mobility-impaired guests. Moreover, our hotels maintain accessible features both inside and outside, such as ramps, wheelchair accessible bathrooms and tables.

Access to parking spaces will vary by location, but generally each location will have either parking spaces reserved for individuals with disabilities and/or offer valet parking. Ensure you are aware of the location of any reserved parking spaces for your location.

On certain occasions, the Company may have guests who rely on service animals. A service animal will generally be a dog (of various sizes and breeds) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, such as a seeing or hearing impairment. A service animal is permitted in public areas of hotels and restaurants at no additional charge or condition, as long as the animal is harnessed, leashed or tethered, unless these devices interfere with the service animal’s work or the individual’s disability prevents such person from using these devices.

**ACCOMMODATION TO EXPRESS BREAST MILK**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child, to the extent required and in accordance with applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee’s private office, if applicable. The Company may not be able to provide additional break time, beyond once every three hours, if doing so would seriously disrupt the Company’s operations. Any employees seeking an accommodation under this policy may make up the time
from any additional unpaid breaks either before or after the employee’s scheduled shift. Please speak to the Human Resources Department if you have questions regarding this policy.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, you are expected to be reliable and punctual in reporting to work. Absenteeism and tardiness place a burden on your fellow employees and the Company. In the rare instance you cannot avoid being late to work or are unable to work as scheduled, you must notify your supervisor or other management personnel as soon as possible, prior to start of the shift. This will allow time for arrangements to be made for another employee to cover your shift. In most instances, it will be your responsibility to find a co-worker to cover the shift.

Continual absence or tardiness is disruptive. In case of illness, you may be required to have a doctor’s note confirming your illness or stating you are well enough to return to work. In instances of consecutive absences, the employee must speak to the supervisor on each day of absence. Two consecutive days of absence without calling in or coming in to work a scheduled shift is considered job abandonment.

CELLULAR TELEPHONE AND VEHICLE SAFETY

The Company specifically prohibits employees from reading documents, tape-recording (analog or digital), writing notes, texting, PDA’s, Blackberries, laptop computers and/or fax machines while driving a vehicle for business purposes. These activities must only be performed with the vehicle safely stopped and parked in an appropriate and safe parking area.

The Company will never request or require an employee to use a cell phone when driving a vehicle. On the contrary, employees are directed to avoid the use of cell phones while driving a vehicle. Employees are strongly advised to proceed to the nearest safe parking area and stop the vehicle before using such equipment. Should you choose to use a hands-free cell phone while driving, you must do so in a safe manner, adhering to the following rules:

- Only engage in phone calls when it is clearly safe to do so. If you have any doubt at all, do not engage in cell phone use.
- Familiarize yourself with the phone and its features before driving.
- Strictly follow all state and local vehicle codes. Please note that many state laws require the use of a hands-free device while operating a motor vehicle. You are expected to know and abide by the laws governing cell phone usage in the states in which you drive. Any such state or local law takes precedence over this policy.
- Your first priority while driving must be safety. Your safety and the safety of your passengers, as well as other drivers and pedestrians, take precedence over any other concerns.
- Never engage in phone calls when poor road conditions, heavy traffic, inclement weather, or limited lighting conditions exist.
- Always pay attention to your driving. If you believe a phone call may distract at all from your ability to drive safely, immediately terminate the call in progress and do not engage in any other calls unless driving conditions change that clearly allow the safe use of the phone without distracting from your focus on driving.
- Avoid phone calls when driving on unfamiliar roads.
- Dial numbers only while stopped except in an emergency situation; use speed dial when possible.
- Keep the phone within easy reach and view.
- Keep the conversation brief.
Please note that it is solely your choice as to whether you use a cell phone while driving. Thus, employees who use cell phones and are charged with a violation of law resulting from the use of such phones will be solely responsible for any accident, claim, liability, fine or other consequence of the use of cell phones. The Company complies with all state laws.

**CODE OF CONDUCT**

Every organization needs policies and procedures to function effectively. We expect our employees to follow our Code of Conduct, our most important rules. These rules are designed to protect you and serve as a guide in your relationships with management, co-workers, and guests. They do not cover every possible situation, nor are they intended to inhibit you unnecessarily. The Code of Conduct is basically common sense. Conduct that is disruptive, nonproductive, unprofessional, unethical, or illegal is strictly prohibited.

The following are examples of conduct that may result in discipline, including immediate dismissal from the Company:

1. Discourtesy to a guest. This includes the use of vulgarity, failing to give a high degree of service to a guest, soliciting a gratuity from a guest(s), or commenting in any way on the amount of a gratuity.
2. Refusal to be searched or have packages inspected by Landry’s management.
3. Supplying false or misleading information when applying for employment, or at any time during employment.
4. Altering or falsifying time records, guest checks, or credit vouchers.
5. Theft or misappropriation of guest, employee or Company property. This includes the addition of tips to guest checks.
6. Failure to immediately notify your supervisor or other appropriate management personnel of theft or misappropriation of Company assets or property by another employee, individual, or business.
7. Possession of dangerous or deadly weapons while on Company premises.
8. Indecent or unprofessional conduct, soliciting persons for indecent or unprofessional purposes, or the abetting for any of the above.
9. Unauthorized use, possession, or sale of intoxicants or drugs on Company premises. Reporting to work while under the influence of intoxicants or drugs.
10. Disrespectful conduct, gambling or fighting on Company premises. Coercion, intimidation or threats of any kind against guests, managers, or fellow employees.
11. Abusing, defacing, or destroying Company property or the property of guests or other employees.
12. Loitering or sleeping on the job.
13. Failure to maintain accurate, proper cash banks, excessive or continuous cash shortages or overages, or other irregularities.
14. Unlawfully discriminating against or harassing a guest or coworker or encouraging others to engage in such unlawful discrimination or harassment.
15. Initiating or participating in any sexual harassment or other unlawful harassment.
16. Fraudulently collecting unemployment compensation.
17. Violating any federal, state, or local laws or ordinances or encouraging others to violate such laws while on Company premises.
18. Insubordination or refusal to perform a request/directive from a manager.
19. Conduct hazardous to fellow employees or customers, or detrimental to business in general, and/or reflecting poorly on our Company.
20. Inappropriate conduct while in uniform, on or off Company premises. This includes, but is not limited to: intoxication, indecent or illegal acts, threatening or violent behavior, fighting, defacing or destroying public or private property.

21. Interfering with work schedules.

22. Posting of literature, notices, signs, or written communications without authorization from your supervisor.

23. Dining, smoking, snacking or gum chewing at any time other than during your meal or break periods or in any unauthorized area.

24. Fund raising, selling lottery tickets or merchandise, or any similar activity on Company premises unless authorized by your supervisor.

25. Unauthorized use of Company equipment (i.e., telephones) or guest facilities.

26. Unauthorized social contact with guests.

27. Making or publishing maliciously false statements concerning any employee, manager, officer, the Company, or any guest.

28. Excessive absenteeism or tardiness.

29. Failure to observe established fire or safety rules or failure to report in a timely manner any personal injury sustained on the job.

30. Failure to perform job or work assignments satisfactorily, safely, and efficiently.

31. Engaging in horseplay.

32. Leaving your department or work area without your supervisor’s permission, or being someplace other than your assigned work area.

33. Discussing confidential Company or guest matters with unauthorized personnel or in areas where the conversation can be overheard.

34. Failing to park in an assigned area.

35. Selling alcoholic beverages to minors or an obviously intoxicated guest.

36. Failure to maintain and present a high degree of personal cleanliness at all times and failure to wear proper clothing or attire.

37. Use of any video recorder, camera, tape recorder, or other electronic equipment while on Company premises without the explicit permission of your supervisor.

38. Engaging in personal work while on the clock.

39. Participating in the unauthorized use of a guest’s credit card.

40. Failure to immediately turn in to management and/or promptly notify your supervisor of any items, including money, found on Company premises.

41. Driving or parking improperly or unsafely on Company premises.

42. Reporting to work without your assigned ID badge or other required identification. Failure to wear your ID badge while on duty, as applicable.

These examples are not intended to be all inclusive. Additional policies may be implemented as necessary to ensure orderly and efficient operations.

**COMPANY PROPERTY**

Landry’s reserves the right, at all times, and without prior notice, to inspect and search any and all Company property. Employees may access only files or programs, whether computerized or not, that they have permission to enter. All desks, file cabinets, computer systems, Company vehicles, lockers, garment bags, equipment, and supplies are Landry’s property and must be appropriately used and properly maintained. All information stored on computers, networks, electronic information, or electronic facsimile is the property of Landry’s and may be accessed and reviewed by Landry’s at any time with or without notice.
CONFLICTS OF INTEREST/RECEIPT OF GIFTS

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or friend, in connection with Landry’s business dealings with outside firms.

Personal gain refers to kickbacks, bribes, gifts, personal non-related Company work, charitable donations or contributions, or special consideration as a result of any transaction or business dealings involving Landry’s. Personal gain by any employee is strictly prohibited without Landry’s express knowledge and written consent. Furthermore, employees must disclose the existence of any actual or potential conflict of interest to either the Vice President of Human Resources or the Company’s General Counsel so that safeguards can be established to protect all parties.

Employees may not borrow from nor lend money to guests, customers or co-workers.

Employees may not receive personal gain or gifts, allow personal non-related Company work to be performed, or request that charitable contributions or donations be made to a charity from anyone with whom Landry’s has an existing or prospective business relationship. Gifts or personal gain include, but are not limited to, tickets, dinners, trips, or work done at a residence without written approval from either the Vice President of Human Resources or the General Counsel. A disclosure form must be submitted and approval received prior to an employee’s acceptance of any personal gain or gift, request that a charitable donation or contribution be made or that personal non-related Company work be performed. Disclosure forms are available on the Company Intranet.

DISCIPLINARY ACTION

The Company reserves the right to counsel, warn, suspend, or discharge an employee. Management will decide whether corrective action, up to and including dismissal, is appropriate. Naturally, an employee’s job performance prior to a violation of work rules will be taken into consideration.

If an unpaid suspension is warranted, it will be made in one or more full day increments. Unpaid suspensions can be warranted for infractions of workplace conduct rules, including but not limited to, the following:

- the Unlawful Harassment Policy;
- the Violence in the Workplace Policy;
- the Substance Abuse Policy;
- major violations of the Company Code of Conduct; or
- major violations of Safety Policies.

EMPLOYEE REFERENCES

Only the Human Resources Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and are otherwise legally required.

All requests for reference must be directed to the Human Resources Department. Neither the General Manager, department head or any other Company employee is authorized to release reference information for current or former employees. By policy, the Company only discloses
the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, the Company will inform prospective employers of the amount of salary or wage you last earned.

EMPLOYEE THEFT

We are proud of the honesty and integrity of our employees. The moral fabric that holds our business together is trust. A breach of trust warrants severe punishment, including termination, arrest, prosecution and imprisonment. Theft is a crime and anyone involved will be dealt with as a criminal. There will be no opportunity to make restitution to avoid prosecution. Honesty is rewarding. Theft is unforgivable.

EMPLOYMENT CATEGORIES

Based on the condition of employment, employees of Landry’s fall into the following categories: Full-Time or Part-Time. In addition, employees may be classified as Exempt or Non-exempt:

Exempt: Exempt employees are those employees whose job duties are exempt from the overtime provisions of the federal and state wage and hour laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis.

Non-exempt: Non-exempt employees are those employees that receive overtime pay in accordance with our overtime policy. Their wages are calculated on an hourly basis.

RESTAURANT, HOTEL, AND RETAIL STORES:

Full-Time* - Those employees who are designated as such and are expected to maintain an average of 30 hours or more per week.

Part-Time – Employees who are designated as such and their hours will vary from week to week.

Seasonal Employees – Those employees who are hired for a limited time during a specific season, most commonly the summer season.

On-Call Employees – Those employees who are called in to work on an “as needed basis” for short or intermittent periods.

**Note that for paid time off eligibility purposes, full-time is defined as averaging thirty five (35) hours or more per week.

CORPORATE EMPLOYEES*:

Full-Time** - Employees that are not assigned to an introductory status and are generally scheduled to work a minimum of 30 hours per week are considered full-time employees.

Part-Time - Employees that are not assigned to an introductory status and are regularly scheduled to work less than 30 hours per week are considered part-time employees.

*Corporate employees include all employees that office at the corporate headquarters, distribution center, warehouse, satellite offices, as well as Senior/Divisional/Regional Vice Presidents, Regional Directors, Training Managers and Corporate Chefs.
** Note that for paid time off and holiday pay eligibility purposes, full-time is defined as averaging thirty five (35) hours or more per week.

INTRODUCTORY PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Company and about his/her job. The purpose of the introductory period is to give you an opportunity to demonstrate your ability to achieve a satisfactory level of performance and to determine whether the new position meets your expectations.

Landry’s uses this period to evaluate your capabilities, work habits, and overall performance. Either you or Landry’s may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice. Completing the introductory period in no way implies permanent or contractual employment.

If you are a new or rehired employee, you will work on an introductory basis for the first 90 calendar days after your date of hire. Employees promoted or transferred within Landry’s must complete a secondary introductory period of equal length upon each assignment to a new position. Any significant absence automatically extends an introductory period by the length of the absence.

Transferred or promoted employees who are unable to perform satisfactorily in their new jobs may, at the discretion of management, be returned to their original jobs, if a vacancy exists, or may be terminated.

If Landry’s determines that the designated introductory period is not sufficient to thoroughly evaluate your performance, the introductory period may be extended for a specified time.

JOB OPPORTUNITIES/RELOCATION

Landry’s strives to fill open positions from internal candidates. Employees can access the Company’s Intranet to search for open positions at the Corporate Office and in restaurant management that match your talents, skills and career goals.

You may have an opportunity to relocate to another restaurant or Company owned business. Any qualified employee with an outstanding performance record is qualified to request a transfer to another restaurant or Company owned business where a position is available. If transferred, you may be required to complete an additional introductory period. Hourly employees must submit their request to their current general manager. If you are a manager desiring a transfer, you must submit your request to the Human Resources Department.

LOST AND FOUND

All items, including money, found by an employee on Company premises (including public areas and hotel rooms) or which are turned in to any employee by another person, must be turned in IMMEDIATELY to a manager. If an employee is on duty at the time, he or she should immediately contact a manager to come to the work location. It is also the employee’s responsibility to notify his/her supervisor immediately of any found item. The manager will hold in the manager’s office all found articles, including money, for varying periods of time.

MEDIA AND PRESS RELATIONS

In order to ensure accuracy, all questions from the media and press, including independent bloggers, regarding Company business must be directed to the COO or to the Vice President of
Marketing. No other member of the Company should discuss such matters with the media and press. No information regarding the Company should be released to the media and press without the specific approval of the COO.

Additionally, if you are contacted by any attorney or representative of a law firm, or any representative of an insurance company seeking your statement or information on behalf of the Company concerning any of our locations, employees should write down the attorney’s information and refer all inquiries to their manager or the Human Resources Department.

Social Media

Social media includes all forms of public, web-based communication. The Social Media Policy applies if you are authorized to represent the Company on social media platforms or if you choose to make references to the Company, its affiliates or officers when you are using social media in a personal capacity. In order to post on external social media sites for work purposes, you will need prior approval from the Vice President of Marketing and acknowledge receipt of the Company’s Standards for Social Media Representatives.

You are personally responsible for the content you publish. Please remain civil to others and their opinions. You should not post personal information about others unless you have received their permission. Please be mindful that what you publish will be public for a long time and that if the Company receives a complaint from an employee or guest about information you have posted, the Company may need to investigate that complaint to ensure that there has been no violation of the harassment policy or other Company policy. In the event there is such a complaint, you will be expected to cooperate in any investigation of that complaint, including providing access to the posts at issue.

Nothing in the Media and Press Relations policy prohibits you from communicating with the public, including the media and social media, about labor disputes, wages, hours, or other terms and conditions of employment. If you identify yourself as a Landry’s employee when discussing any matter with the media or in connection with a social media posting, you must tell the media or post in a prominent location in your social media posting, that “The views I have expressed here are mine, and mine alone, and do not necessarily reflect the views of my employer.”

Without prior written approval from the Vice President of Marketing, no employee shall use any words, logos, or other marks that would infringe upon the trademark, service mark, certification mark, or other intellectual property rights of the Company or its business partners. All rules that apply to employee activities, including the protection of proprietary and confidential information, apply to all blogs and online activity.

NON-DISCLOSURE

Protecting confidential business information and trade secrets is vital to our continued success. Confidential information includes, but is not limited to:

- Customer lists
- Customer preferences
- Financial information
- Employee lists
- Corporate strategies
- Marketing strategies
- Proprietary production processes
• Research and development strategies
• Recipes

Employees may be asked to sign a confidentiality and non-solicitation agreement as a condition of employment. Anyone improperly using or disclosing trade secrets or confidential business information is subject to disciplinary action, up to and including termination and legal action, even if he or she does not benefit from the disclosed information.

**NON-WORK RELATED REQUESTS**

No employee of this Company is authorized to require or request any subordinate employee to perform any personal, non-work related errands or favors without written approval from the Human Resources Department or the Company’s General Counsel. Examples include, but are not limited to, setting up computer systems, setting up a home office filing system, picking up/dropping off children, babysitting, shopping for gifts, picking up/dropping off dry cleaning, washing vehicles, or performing voluntary services for a charitable organization.

Any employee asked to perform such a request should be furnished with written authorization from the Human Resources Department or the Company’s General Counsel approving the request, otherwise, should report the incident directly to either the Vice President of Human Resources or the General Counsel. Irrespective of written authorization, any employee who believes that the personal, non-work related errands or favors are excessive, or that he/she is being taken advantage of, should report their concerns to the Vice President of Human Resources or the General Counsel.

The foregoing policy shall not apply to a direct administrative assistant or secretary. Notwithstanding same, personal, non-work related errands or favors should be limited, and any administrative assistant or secretary who believes that the personal, non-work related errands or favors are excessive, or that he/she is being taken advantage of, should report such concerns to either the Vice President of Human Resources or the General Counsel. The Company encourages a congenial work environment of respect and professionalism. Our employees are our greatest asset and no employee should use their position with the Company to take advantage of a subordinate employee regarding personal, non-work related matters.

**OUTSIDE EMPLOYMENT AND OTHER EXTERNAL ACTIVITIES**

The Company recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to Landry’s business interests. You may hold employment at another company, volunteer, or serve in an advisory capacity for another company as long as you satisfactorily perform your job with Landry’s and have obtained prior approval. Outside employment, including self-employment and other external activities, will be regarded as secondary to Landry’s employment and must not interfere with the employee’s ability to work beyond normally scheduled hours and when needed. All employees are judged by the same performance standards and must not participate in activities that hinder or impair the performance of their duties.

In addition, employees are subject to the provisions of Landry’s Non-Disclosure Policy and must not compromise their responsibilities to Landry’s under this policy when engaged in outside employment.

**Salaried Employees:** Must obtain prior written approval from either their Regional Manager or the Human Resources Department before performing any work for another organization.
Salaried employees who seek outside employment that utilizes substantially the same expertise as in their position at Landry’s must have prior written approval from the Vice President of Human Resources.

**Hourly Employees:** Must speak with their General Manager and obtain authorization before performing any work for another organization.

In general, approval will not be granted when the outside employment or external activities:
- prevent the employee from fully performing work for which he or she is employed at Landry’s, including overtime assignments;
- involve organizations that are doing or seek to do business with Landry’s, including actual or potential vendors and suppliers;
- violate provisions of law or Landry’s policies or rules;
- have any type of negative impact or potentially negative impact on Landry’s;
- may compromise Company trade secrets, proprietary information, Company information or technology;
- appear to be inappropriate, regardless of the intention of the employee;
- involves any type of actual or perceived conflict of interest; or
- involves the use of company resources, facilities, property, telecommunications, equipment, or staff (salaried or hourly).

For purposes of this policy, jury duty, reserve military duty, and charitable work for an IRS approved charity are not considered outside employment.

If the Company determines that your outside activities interfere with your ability to meet Company job requirements or become an actual or perceived conflict of interest, you may be asked to terminate your outside activities if you wish to remain with Landry’s.

**PERFORMANCE EVALUATIONS**

You and your supervisor are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The formal performance evaluations:

- Help employees define and understand their responsibilities, provide criteria by which their performance will be evaluated and suggest ways in which they can improve performance.
- Identify employees with potential for advancement within the Company.
- Help managers distribute and achieve goals.
- Provide a fair basis for awarding compensation based on merit.

**PERSONAL APPEARANCE**

In our business, presentation makes the difference. By appearing at your best – well-groomed, well-dressed and friendly, you present the Company at its best. Our personal appearance policy aims to convey the Company’s values through the appearance of our staff and the impression left upon our guests. Therefore, clothing, grooming, personality, and the spirit of our staff are important to us. You should always present yourself as a polished member of our team. The expectation is that your clothing will be clean, neat and without wrinkles. Dress according to the requirements of your position. Those who come to work inappropriately dressed will be sent home and directed to return to work in proper attire. In such cases, employees will not be compensated for the time away from work. Changing clothes on Company premises is not allowed. The general manager (executive/senior management or department head) will make the final decision on what is acceptable attire.
ALL EMPLOYEES:

• Strong perfume and heavy make-up is not allowed (make-up should be natural).
• Hands and fingernails must be kept clean and trimmed at all times; excessive lengths are not permitted.
• Shoes must be kept clean and polished at all times.
• Nose, lip, eyebrow or tongue rings, or any other body piercing that are visible in any way are not acceptable. Placing a bandage over the pierced area is also unacceptable.
• Hair should be neat and clean.
• Extreme hair colors or hairstyles are not allowed.
• Beards, vandykes, sideburns and goatees are acceptable as long as they are closely groomed and professional in appearance. Sideburns must be above the ear lobe.
• Visible tattoos are not acceptable.

Corporate employees: Please refer to the Corporate Office Guidelines for more specific details regarding personal appearance.

RESTAURANT/RETAIL EMPLOYEES:

• Long hair should be pulled back from the face.
• Only non-slip/skid-resistant shoes are to be worn.
• No high heels or open-toed shoes.
• No excessive jewelry, such as rings, bracelets, necklaces, or earrings.

Restaurant/Retail/Hotel employees: Please refer to your concept specific dress/personal appearance policies.

PERSONAL RELATIONSHIPS AND ANTI-NEPOTISM

Employees must avoid situations involving actual or potential conflict of interest. Accordingly, unless prior approval was given by the Human Resources Department, employees that share a family, or dating relationship, or are members of the same household are not permitted to be placed in positions where one is under the direct or indirect supervision of the other, has the potential for creating an adverse impact on work performance, or creates either an actual conflict of interest or the appearance of a conflict of interest. This policy must also be adhered to when assigning, transferring, or promoting an employee. Employees who become or are currently in a family relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, the Company may decide who will transfer or resign. For purposes of this policy, family relationship is defined as; father, mother, son, daughter (or legally adopted son or daughter), spouse, sibling, grandparent, grandchild, cousin, aunt/uncle, niece/nephew, son/daughter-in-law, mother/father-in-law, or an individual who has acquired such a relationship through marriage, e.g. step-child, step-parent, and civil union partner which is legally recognized as an equivalent to a spouse.

Additionally, the Company strongly discourages dating and inappropriate fraternization amongst employees and/or management. If employees begin a dating relationship or become relatives or a member of the same household, you must notify your supervisor of the relationship. This is especially true if such relationship involves employees that may be reporting to each other directly or indirectly. Similarly, because personal relationships (whether it be a family relationship or dating relationship) with a competitor or supplier may have the potential for a conflict of interest, we ask that you notify your supervisor of any such relationships.
Experience has shown that such personal affiliations result in undue hardship and create an
uncomfortable work environment, morale problems and other personnel issues. We will not
debate the sincerity or disruptiveness of these situations. The fact that a relationship exists will
be sufficient cause to evaluate the transfer of either employee to another department or
restaurant, or to terminate either or both employees.

POLYGRAPH TESTING
The Company reserves the right to conduct polygraph tests on any employee who is reasonably
suspected of being involved in workplace theft or embezzlement, subject to applicable federal
and state laws.

PROPERTY REMOVAL
You are not permitted to remove food or beverage (including open and unopened bottles of
liquor as well as liquor received as a gift from a guest), tools and/or equipment on a "loan" basis,
or any other property belonging to Landry’s. The Company reserves the right to inspect all
packages, backpacks, briefcases, handbags, clothing, and garment bags. Hotel employees
must obtain a Package Pass from their Department Head in order to remove any property from
the building.

Employees are responsible for all property, materials, or written information issued to them or in
their possession or control. You must return all Company property immediately upon request or
termination.

RESIGNATION
Resignation is a voluntary act initiated by the employee to terminate employment with Landry’s.
Although advance notice is not required, Landry’s requests at least two weeks written notice
from all employees. You will not be eligible for rehire without providing at least two weeks
notice. Landry’s reserves the right to relieve you of your duties immediately upon receipt of
notice.

SOLICITATION AND DISTRIBUTION
Under no circumstances may an employee disturb the work of others to solicit or distribute
literature to other employees during their working time. The distribution of non-Company
literature, such as leaflets, letters, written materials or via e-mail by an employee is not
permitted during the working time of either the employee doing the distributing or the employee
to whom the non-Company literature is being distributed, or at any time in working areas or in
customer and public areas. For the purpose of this policy, working time does not include
breaks, lunch periods, or other designated relief periods during which an employee is not
assigned to or expected to perform job duties. Soliciting and distribution includes, but is not
limited to, distributing literature, seeking charitable contributions, obtaining employee support for
any particular cause or purpose, or selling merchandise. Employees are to refrain from any
electronic solicitation or distribution, either using Company computers or other equipment at any
time.

Persons not employed by Landry’s may not solicit Company employees for any purposes on
Company premises. Bulletin boards maintained by the Company are to be used only for posting
or distributing material of the following nature:
• Notices containing matters directly concerning Company business;
• Announcements of a business nature which are equally applicable and of interest to
employees;
• Notices required by federal and state law.

All posted material must have authorization from Human Resources. All employees are expected to check the bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards. All Company merchandise must come from authorized vendors through the Purchasing Department. Employees are not to offer to sell or trade personal or unauthorized merchandise to customers or to other employees while on Company property.

**SUBSTANCE ABUSE**

Landry’s is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks. To help ensure a safe and healthy work environment, job applicants and employees may be asked to submit to a screening test to determine the use or misuse of drugs (legal or illegal) and/or alcohol, which may include the collection of blood, urine, hair and/or breath samples, and other necessary medical tests to determine the presence or use of drugs, alcohol, or prohibited substances. Refusal to submit to testing may result in disciplinary action.

All employees, whether on or off Company premises, are STRICTLY PROHIBITED from the illegal use, sale, possession, or distribution of narcotics, drugs or controlled substances. Moreover, employees are prohibited from working under the influence of alcohol or prohibited substances, as defined herein.

Prohibited substances are defined as:

1. Illegal drug means any drug (a) not legally obtainable, or (b) legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. It also includes marijuana, cocaine and heroin and derivatives of those drugs, among other illegal drugs.

2. Drug-related paraphernalia.

3. Prescription, non-prescription drugs and substances that when used, create hazardous effects impacting job performance and behavior. These prohibitions include prescribed or over-the-counter drugs not being used as prescribed or intended. Prescription drugs MUST be prescribed by a licensed physician for use by the person possessing the drug.

Further, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during work time.

Off-the-job illegal drug use which could adversely affect an employee’s job performance or which could jeopardize the safety of others, the public, or Company equipment, is proper cause for disciplinary action.

Employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee’s present job assignment, the employee’s record with the Company, and other factors relating to the impact and circumstances of the employee’s arrest.

**Search, Inspection and Testing**

The Company reserves the right to conduct searches, inspections, and drug testing of employees and other personnel conducting business on Company premises, subject to applicable federal and state laws. Personal effects such as baggage, vehicles, lockers, boxes,
bags, parcels, food and beverage containers and clothing brought onto the Company premises and items stored in Company provided lockers or desks are subject to search and inspection.

A drug screen test may be a prerequisite for employment and may be a part of the employment process. All new management candidates are required to take a urine or hair drug screen prior to being placed in a management position. All employees are subject to random drug screen testing (as allowed by state law).

Drug screen testing is required when workplace factors such as physical appearance, behavior, other job-related circumstances (e.g. unusual slurred speech, difficulty in maintaining balance, unusual difficulty in performing easy tasks, erratic job performance), or reliable information of drug use, alcohol abuse or possession provide a reasonable basis and good faith reason to question whether an employee is in violation of this policy.

Landry’s specifically reserves the right to have a drug/alcohol screen test administered to an employee injured on Company premises to rule out drugs and alcohol as a factor. If the drug or alcohol screen is positive (no matter the level), then the employee is in violation of the Substance Abuse Policy, regardless of when or where the substance was actually consumed.

Disciplinary Action

Compliance with this policy is a condition of employment. Employees determined to be in violation of the Substance Abuse Policy by an authorized search and/or testing procedure will be subject to disciplinary action, up to and including termination of employment. Refusal to participate or comply with search or testing will result in immediate termination.

Your support and cooperation with all aspects of this Substance Abuse Policy will assist us in providing employees and customers with a safer and healthier work environment. Direct any questions you may have to the Human Resources Department.

SAFETY AND SECURITY

EMPLOYEE ENTRANCE

Employees must enter and exit the building only through the designated employee entrances. Employees are not permitted access to back-of-the-house areas of the facility during off-duty hours. Family members and friends of employees are not permitted access to back-of-the-house areas of the facility at any time. Employees are subject to disciplinary action if they access a restricted area.

EMPLOYEE INJURIES

Landry’s provides a comprehensive workers’ compensation insurance program for all employees (except in the Texas, where an occupational injury benefit plan is provided).

If you sustain a work-related injury or illness, you must inform your supervisor immediately, no matter how minor the injury may appear. Your supervisor can direct you to a treatment facility or physician. Do not visit a physician without management’s approval. Otherwise, the workers’ compensation carrier or occupational injury benefit plan may decline payment.
Our primary concern is to ensure your proper treatment and timely return to work. We encourage light duty with physician approval. Light duty will enable you to return to work while still allowing you the necessary time for your full and complete recovery.

Landry’s specifically reserves the right to have a drug/alcohol screen test administered to an employee injured on Company premises to rule out drugs and alcohol as a factor regardless of when or where the substance was actually consumed. Regardless if the drug or alcohol screen is positive (no matter the level), then the employee is in violation of the Substance Abuse Policy; any bills relating to the drug/alcohol screen as well as medical bills, will be the sole responsibility of the employee. Moreover, no wages will be paid.

If you are ever taken off of work by a physician due to an on the job injury, you are responsible for maintaining regular communication with your supervisor regarding your work status. If you are released to return to work, either under light duty, modified duty, or full duty, it is your responsibility to inform your manager within 24 hours of the release. If you do not inform your manager within 24 hours, you may be subject to termination for job abandonment.

**SAFETY RULES**

Landry’s is committed to providing the highest level of safety and protection for its guests, employees, and the environment. The safety and health of each employee is of primary importance. Safety and health must be part of every operation. To do this, we must constantly be aware of conditions that can produce injuries. Cooperation in detecting hazards and, in turn, controlling them, is a condition of employment. Employees are required to inform their supervisors immediately of any situation beyond their ability or authority to immediately correct themselves. All employees are required to comply with the provisions of this program, and must:

- Abide by applicable health and safety laws.
- Perform tasks in accordance with established policies, procedures, and safe work practices.
- Identify unsafe practices, acts or conditions, and report it to a manager.
- Inspect work area, tools and equipment prior to each use, and inform a manager of any safety concerns.
- Perform job responsibilities in accordance with Company safety training. Attend all safety training sessions and meetings. They are mandatory.
- Report all accidents to a manager as soon as possible.
- All places of employment, passageways, storerooms and service rooms shall be kept clean and orderly and in a sanitary condition.
- Each location should have a First Aid Kit that is stocked, easily accessible, and checked for expiration dates.
- Protect your back. Bend at the knees and hips, not at the back or waist. Wear a back brace or use the Team Lifting approach when lifting any item weighing over 30 pounds.
- Housekeepers should never lift a mattress to change sheets; tuck in the sheets.
- Push a cart or heavy load instead of pulling. A front spotter may be required.
- Avoid exposure to bloodborne pathogens by avoiding blood and bodily fluids.
- A 3 foot perimeter must be cleared around all electrical panels at all times.
- Do not use any equipment with a frayed electrical cord.
- Ensure you are aware of the location of all fire extinguishers, and how to operate them.
- Powered Industrial Vehicles can only be driven by employees with a valid operator’s certification card.
- If working outside during hot months, follow procedures to prevent heat stress and heat strain.
- Never paint or perform Hot Work duties in an unventilated area.
- Wear Personal Protective Equipment whenever your job duties require additional protection (such as respiratory protection, hearing protection, eye and face protection, head protection, foot protection, and hand protection.)
- Do not hold or pass trays over the heads of customers.
- Never expose your skin to dry ice; do not keep dry ice in an enclosed space.
- Know where your MSDS binders are located, and know specifics about any chemical you are required to use in your job.
- Never chase after a criminal for theft or a walked check.
- Clean up any spills or hazards on the ground immediately. Keep floors as clean and dry as possible.
- Keep stairs, exit routes, and walkways clear of materials and debris at all times.
- Do not block fire exits or corridors.
- Wear non-slip/skid-resistant shoes.
- A spotter must be used any time a ladder is used. Never use furniture, bar tops, tables, or anything other than ladder in place of a ladder.
- Wear protective gloves when handling a knife or slicer at all times.
- Horseplay or fighting is strictly prohibited.
- Report defective or damaged equipment to a manager immediately.
- Follow all directions and manufacturer’s recommendations for the proper use of tools and equipment.
- Never scoop ice with glasses.
- If you are authorized to drive a motor vehicle for company business, always wear a seat belt and obey traffic laws, signals, signs, and warnings.

Report any concerns about unsafe or hazardous situations in your particular workplace to your supervisor, general manager, or the Human Resources Department at 1-800-394-3839. Do not delay in reporting any injury or accident and receiving treatment.

SECURITY

Developing an effective security program is vital to building and maintaining a successful business. Each of us has the responsibility to protect ourselves, fellow employees and our customers.

For security reasons, the back door must remain closed and locked at all times. When it is necessary to enter or exit through the back door, the manager on duty must be notified and present. The back door and office door are to remain closed when money is being counted, without exception. Common sense is one of your best allies. Call the local police department if you see activity that warrants investigation, such as someone acting suspiciously, people or vehicles in the parking lot after closing time or signs of vandalism. Report any security issues or violations to management, or call the Human Resources Department immediately.

VIOLENCE IN THE WORKPLACE

Landry’s strongly believes that all employees and customers should be treated with dignity and respect. Acts of violence will not be tolerated by anyone in the workplace, including co-workers, vendors, customers, and domestic partners/family members. The Company is committed to taking reasonable steps to protect our employees from violence from all sources.
If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger at our locations. We want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Conduct prohibited under this policy includes, but is not limited to, verbal threats, physical intimidation, punching/slapping, shoving, fighting, or wielding a weapon in the workplace. Any instance of violence should be reported immediately to the employee’s immediate supervisor, any member of the management team, and/or the Human Resources Department. In cases where the threat of serious injury exists, the employee should contact the police department, as well as management.

All complaints will be investigated, and the Company will respond promptly to any incident or suggestion of violence. All employees are expected to comply with this policy, and must cooperate in any investigation.

**WEAPONS**

Possession of firearms or other dangerous weapons on the Company’s premises or while on Company business is prohibited (except for unconcealed firearms carried by licensed security guards hired by the Company), pursuant to federal and state law. Use of such weapons or threatening anyone with bodily harm is grounds for immediate termination of employment.

**WORKERS’ COMPENSATION FRAUD**

Workers’ Compensation Fraud is a felony that can be prosecuted. Any employee who willfully and knowingly engages in an activity intended to defraud the Company’s workers’ compensation or occupational injury benefit plan may result in prosecution. Furthermore, any employee who receives money for a work-related injury to which he or she is not legally entitled will be required to fully reimburse the Company. If you are aware of fraud, please let us know immediately on our Whistleblower hotline or contact the Human Resources Department. You may be entitled to a reward for the information.

**COMPENSATION AND WORK HOURS**

**PAY UPON TERMINATION OF EMPLOYMENT**

Vacation wages for unused vacation time may not be paid upon termination of employment, unless required by federal or state laws. However, vacation wages for earned and unused vacation time may be paid, at the Company’s discretion, if you give a minimum of a two-week notice and are in good standing with the Company.

**PERSONAL STATUS CHANGES**

If any of the following changes occur, it is your responsibility to notify your payroll administrator or to make the necessary changes through Employee Self Service (if applicable):

- Name, address, phone number;
- Person to be notified in case of an emergency;
- Number of exemptions (dependents) claimed for tax purposes;
- Beneficiary of life insurance; and
- Direct deposit information changes or you lose your pay card.
PAYDAYS
Landry’s paydays are generally consistent nationwide. However, there are a few regional variations. Corporate employees and salaried restaurant managers are paid bi-weekly, typically every other Friday, unless state regulations stipulate otherwise. Most paychecks will include earnings for all work performed through the Sunday prior to payday. Corporate employees only: If the pay date falls on a Company recognized holiday, checks will be distributed on the last working day preceding the holiday. All restaurant hourly employees are paid bi-weekly, typically every other Wednesday. Paychecks will generally include earnings for all work performed through the Monday one week prior to the payday, unless stipulated otherwise.

In order for employees to receive their pay in a fast, reliable and safe way, we encourage employees to select an electronic pay method (direct deposit and/or pay card).

All bonuses are paid on a discretionary basis. A bonus is not earned until received by the employee. A terminated employee is not entitled to receive an unpaid bonus.

TIMEKEEPING
You are responsible for maintaining accurate records of your time spent at work. Federal and state laws require Landry’s to keep records of time worked to ensure you receive the pay and benefits you are owed. “Time worked” is defined as the time actually spent on the job performing assigned duties.

You should record the time you begin and end work, as well as the beginning and ending time of each meal period or break. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. You may not alter, falsify, or tamper with time records or record time on another employee’s time record. Working “off the clock” is strictly prohibited. Overtime work must be approved by a manager before it is performed. In the event of an error in reporting time, immediately report the problem to your supervisor.

WAGES AND REVIEWS
We believe Landry’s wages and benefits are competitive with those offered by other employers in the industry. If you have questions about compensation or benefits, you are encouraged to voice these concerns directly to your supervisor.

It is our policy to comply with the salary requirements of the Fair Labor Standards Act (“FLSA”) and state laws. Therefore, we prohibit all improper deductions from the wages of employees.

If you believe that there is an error on your paycheck or an improper deduction has been made to your wages, you should immediately report this information to your direct supervisor or to the Human Resources Department. Your concerns will be promptly investigated. If it is determined that any errors occurred, the Company will promptly correct the issue and reimburse you for any wages owed.

WORK SCHEDULES
Your supervisor will inform you of your work schedule. Staffing needs and operational demands may require adjustments in starting and ending times, as well as variations in the total hours scheduled each day and week.
BENEFITS

BEREAVEMENT LEAVE
In the event of the death of an immediate family member, full-time employees will be allowed a short term absence without loss of pay of not more than 3 days immediately following the death. For policy purposes, your spouse, children, stepchildren, parents, grandparents, brothers, sisters, and in-laws are considered part of the immediate family.

COBRA
The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Landry’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee’s hours, an employee’s divorce or legal separation, or a dependent child no longer meeting eligibility requirements.

Under COBRA, you or your beneficiary would pay the full cost of coverage at Landry’s group rate, plus an administration fee, subject to state and federal law. You should also receive from Landry’s a written notice explaining your rights and obligations under COBRA.

EMPLOYEE BENEFITS
Landry’s offers an Employee Benefits Program to eligible employees. Benefits eligibility is dependent upon a variety of factors, including employee classification. If you have any questions regarding benefits eligibility, ask your supervisor, or you may contact the Human Resources Department. The following benefits are available to eligible employees:

Discount Program
Vacation
Sick Leave/Personal Time Off
Leave of Absence
Family and Medical Leave
Bereavement Leave
Military Leave
Medical
Dental/Vision/Life/AD&D (full-time, salaried employees only)
Long Term Disability (full-time, salaried employees only)
Short Term Disability (full-time, salaried employees only)
Flexible Spending Account (full-time, salaried employees only)
401(k) (full-time, salaried employees only)
Deferred Compensation Plan (salaried, highly compensated employees only)
Home and Auto Insurance Coverage
Legal Plan
Hospital Indemnity
Accident and Critical Illness Coverage
Pet Insurance
EMPLOYEE DISCOUNT PROGRAM

The Discount Program is a voluntary Program. Employees who elect not to participate in the Program will be charged full price for all food and beverages consumed. Non-participants are not entitled to complimentary coffee, tea, and soft drinks during work hours, and cannot receive discounts on retail items. Additionally, salaried and hourly employees are not permitted to benefit from the meal privileges if they are not participating in the Program. Therefore, if you wish to enjoy the privileges identified herein, you must participate in the Discount Program.

Once enrolled in the Discount Program, the words “Discount Program Participant” will appear in the corner of the participating employee’s paycheck. This area, referred to as the Discount Program Card, will be used to verify participation in the Program. Every pay period participants will need to remove the Discount Program Card from their pay statement and will need to present the Card and photo identification to verify participation in the Discount Program. Some locations have implemented the E-Meals Program, whereby participants will present their Aloha swipe cards or corporate discount swipe card to receive the employee discount. However, all employees should continue to carry their paper card to apply discounts of other types (such as hotel, retail, rides, games, etc.) and as back-up to the electronic system.

Employees are expected to conduct themselves appropriately as a representative of the Company. Employees should not serve themselves in any manner. Additionally, employees are responsible for their guests, and should ensure that their guests behave in a respectful manner. Moreover, violations of any part of this Program may result in disciplinary action, up to and including termination of employment.

Dining
- Employees participating in this program and up to four guests (with the exceptions noted below), may dine with the employee at Landry’s owned restaurants (including Canada locations).
- A 50% discount (note exceptions below) will be applied to all food and non-alcoholic beverages purchased at our restaurants. The employee and guests will be responsible for the payment of all liquor, beer, wine, gratuity, and tax at full price.
- Employees and their guests are encouraged to tip at least 15% of the total amount of the bill (amount on bill before the discount was applied).
- Participating employees are also entitled to unlimited complimentary coffee, tea and soft drinks during working hours only. During off-duty hours, participating employees will be charged for all non-alcoholic beverages consumed subject to the 50% discount, whether dining at your restaurant of employment or any other Company restaurant.
- Employees are not permitted to sit at, or order directly from the bar.
- Employees may not dine while in uniform, whether on or off duty. Employees must be out of uniform and off-shift to receive this discount.
- Employees and managers must be a Discount Program participant in order to enjoy manager meals and reduced price shift meals.
- At the Company’s Golden Nugget properties, the Employee Dining Room (EDR) is not part of the discount program. Employees of Golden Nugget do not have to participate in the Discount Program in order to enjoy the benefits of the EDR.

Exceptions
- The employee discount does not apply to any “Take Out” or “To Go” orders or any specially priced/discounted food promotions, such as “All You Can Eat” (Buffets) or “Two For One.”
The employee discount is not valid at any restaurant on Mother's Day or Valentine’s Day. Certain other holidays may be excluded, so be sure to check with the restaurant before dining on a holiday.

At the following locations the discount is limited to 25% and to the employee plus three guests:
- Brenner’s – in addition, the discount is not available on Saturdays
- Brenner’s on the Bayou – in addition, the discount is not available on Saturdays
- The Buffet
- The Deck
- Grotto – in addition, the discount is not available on Saturdays
- La Griglia – in addition, the discount is not available on Saturdays
- Lighthouse Buffet in Kemah
- Lillie’s Asian Cuisine
- Mastro’s – in addition, the discount is not available on Saturdays
- Michael Patrick’s
- Morton’s – in addition, the discount is not available on Saturdays
- Red Sushi
- Trevi
- Simms Steakhouse restaurant – in addition, the discount is not available on Saturdays
- Sweet Scoops in Kemah
- Vic & Anthony’s – in addition, the discount is not available on Saturdays

At the following locations there may be occasions when you cannot utilize discount privileges. Always make advance reservations through the restaurant and confirm that you will be able to use your discount on the night of your reservation.
- Brenner’s
- Brenner’s on the Bayou
- Mastro’s
- Morton’s
- Vic & Anthony’s

The employee discount does not apply at the following locations:
- Starbucks (any location)
- The IHOP (Galveston, Texas)
- The Tower Cafe (located at the Tower of the Americas, ground floor and observations decks)
- The Grille (located within the Golden Nugget)
- The Steakhouse at the San Luis Hotel
- Yak & Yeti’s Quick Service Window
- Taco Me Crazy food truck

For new store openings, there is typically a period of time when the Discount Program will not be honored. Be sure to check with your Supervisor before visiting a new location.

Retail
All employees are eligible to enjoy a 30% discount on all retail merchandise sold at any Landry’s owned restaurant or retail shop.
- Family members may enjoy the discount, as long as the employee is present.
- The discount applies to any regularly priced or sale (including clearance) merchandise.
The discount does not apply to special promotional offers, such as “Buy One, Get One Free”, “Two for $...”, “Buy This, Get That”, “Take an additional ___% off”, or items sold in the Build-A-Bear Workshop® at Rainforest Cafe or Build-A-DinoTM at T-Rex.

In order to receive the discount at any Company-owned hotel gift shop, the purchase must total at least $5.00.

The discount cannot be applied to previous purchases.

The discount does not apply to liquor, beer or cigarettes.

Entertainment
You can receive a 50% discount on the exhibits, rides, and attractions at our Entertainment Complexes (employee and up to four guests). However, the discount does not apply to any games. The discount is 25% for a cruise on FantaSea.

Hotel
Discounts apply at the following hotel properties: The San Luis Resort, Spa & Conference Center, The Hilton Galveston Island Resort, the Holiday Inn (Galveston), the Boardwalk Inn, The Westin Houston Downtown, Blue Water Inn, and the Golden Nugget locations. Discounted rates, which can be found on the Intranet under Forms/HR/Employee Discount Program/Discount Program Hotel Rates, are based on availability, and some limitations may apply. To utilize the discount, employees must make a reservation in advance and present a current discount card and photo identification when checking in. Employees must be at least 21 years of age to make reservations at any Company-owned hotel property; employees under the age of 21 must be accompanied by an adult at least 21 years of age. While staying at any Company-owned hotel, employees and their guests must behave appropriately.

FAMILY/MEDICAL LEAVE

Basic Leave Eligibility and Entitlement
Family/medical leave (“FMLA leave” or “leave”) is available to “eligible employees”. To be eligible an employee must: (1) have worked for the Company for at least 12 months; (2) have worked at least 1250 hours in the prior 12 months immediately preceding the commencement of the leave; and (3) are employed at a work site that has 50 or more employees within a 75 mile radius.

If eligible, you may take FMLA leave for any of the following reasons: (1) the birth of your son or daughter and in order to care for such newborn child; (2) the placement of a son or daughter with you for adoption or foster care; (3) to care for your spouse, son, daughter, or parent with a serious health condition; (4) for your own serious health condition which makes you unable to perform the functions of your job; or (5) due to a qualifying exigency arising out of the fact that your spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call order to active duty status in the National Guard or Reserves in support of contingency operation. Eligible employees requesting leave for the reasons noted above may take up to 12 weeks of unpaid leave of absence, continue health insurance benefits during the leave and, in most cases, will be restored to the same or an equivalent position. If both spouses work for Landry’s, the two spouses may only take a combined total of 12 weeks leave during any 12 month period for reasons “1” and “2” above.

Additionally, eligible employees who are the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a
servicemember shall only be available during a single 12-month period and, when combined with other FMLA qualifying leave, may not exceed 26 weeks during the single 12-month period. The 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

Highly compensated employees (i.e., highest paid 10% of employees at a work site or within a 75-mile radius of that work site) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to Landry’s. We will notify you if you qualify as a "highly compensated" employee and whether Landry’s intends to deny reinstatement. In either case, you will be informed of your rights.

Where an individual state leave law provides greater rights for the employee, rights provided under the state law will supersede this policy.

**Employee FMLA Leave Obligations**

When planning medical treatment, employees must consult with their supervisor and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. If your need for FMLA leave is foreseeable, you must give the Company at least 30 days prior written notice. If this is not possible, you must at least give notice as soon as practical under the facts and circumstance of the particular case. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Company within 2 business days of learning of your need for leave, except in extraordinary circumstances.

If you are requesting a leave of absence because of your own health condition or a covered relations’ serious health condition (including treatment for a covered servicemember), you and the relevant health care provider must supply appropriate medical certification. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (which shall be no later than 15 days from the date of Company’s written request). Failure to provide requested medical certification may delay approval of requested leave until it is provided.

Landry’s, at its expense, may require an examination by a second health care provider designated by the Company. If the second health care provider’s opinion conflicts with the original medical certification, Landry’s, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Landry’s may require subsequent medical re-certification on a reasonable basis. If you take leave because of your own serious health condition or to care for a covered family member, you must contact the Company every 30 days regarding the status of the condition and your intention to return to work.

Upon request, eligible employees seeking leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member will be required to provide: 1) a copy of the covered military member’s active duty orders or other documentation used by the military indicating the covered military member is on active duty or call to active duty status and the dates of the active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of any new active duty orders or other documentation issued by
the military for request for leave arising out of a different active duty or call to active duty status of the same or different covered military member.

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule resulting in a reduced hour schedule. Intermittent leave is available when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Employees who are on an approved family/medical leave may not perform work for any other employer during that leave.

**Substituting Paid Leave for Unpaid Leave and Health Care Benefits**

FMLA leave is unpaid leave. If you request leave, because of a birth, adoption or foster care placement of a child, any accrued paid vacation will first be substituted for unpaid family/medical leave. If you request a leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation or sick leave will first be substituted for any unpaid family/medical leave. The substitution of paid leave time for unpaid leave does not extend the 12 week leave period.

During an approved family/medical leave, Landry’s will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium through a personal check or money order in a timely manner.

Your health care coverage will cease if your premium payment is more than 30 days late. If you elect not to return to work at the end of the leave period, you will be required to reimburse Landry’s for the cost of premiums paid by the Company, if any, for maintaining coverage during your leave – unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**JURY/WITNESS DUTY**

Landry’s encourages employees to fulfill their civic responsibilities of jury or witness service. You must advise your supervisor as soon as possible so that arrangements to cover your shift can be made. You are expected to report to work whenever the court schedule permits and to return to work immediately after being released from jury or witness duty, if applicable. Employees are entitled to their normal earnings (at the base salary or rate for their primary job, not including overtime or tips) to compensate for scheduled time spent in jury duty or witness services, up to a maximum payment of 5 scheduled workdays. Thereafter, individuals are granted time off without pay for any additional time required for such service.

**MILITARY LEAVE - USERRA**

USERRA, The Uniformed Services Employment and Reemployment Rights Act, protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. In accordance with applicable laws, Landry’s grants leaves for service in the armed forces, Army and/or Air National Guard, and any other category of persons designated by applicable law. Military leave will be granted to employees to attend scheduled drills or training or if called to active duty by the United States Armed Forces. The leave will be unpaid. You may, however, use any available paid time off for the absence. Upon your return within the time frame required by applicable federal and state law, you will assume your previous or comparable position, and
be treated as if you were continuously employed for purposes of determining benefits for length of service. Additionally, you will have the option to elect to continue your existing medical coverage for you and your dependents up to 24 months while in the military. Please submit written details of any military leave commitments you may have to the Human Resources Department and your manager. Whenever possible, please provide at least two weeks notice of such leave.

DISCRETIONARY PERSONAL LEAVE OF ABSENCE

The Company recognizes that there may be personal circumstances under which a leave of absence (other than leave qualifying under Family/Medical Leave or Military Leave) may be necessary or appropriate including, for example, additional medical leave, leave in order to attend to personal situations beyond an employee's control (victim of domestic violence, criminal act, natural disasters), or other personal reasons. Accordingly, the Company reserves the right to consider a leave of absence on an individual basis. (However, if an employee is eligible for a qualifying leave under the Family/Medical Leave or Military Leave, that leave will be utilized first.) The request for a personal leave of absence must be in writing and submitted to your supervisor/manager who will then forward it to the Human Resources Department. A personal leave, or any other type of time off, is not permitted for incarceration. Available vacation time and/or personal time off must be substituted for all or part of a personal leave.

Requests for personal leave are individually considered, and the decision to grant or deny a leave is based on the particular circumstances of each case. A written explanation of the circumstances concerning the personal leave must accompany your written request along with the anticipated length of time of the proposed leave. If the request is for an employee's illness or injury, a doctor's note with the doctor's estimated return date will be required. The Human Resources Department must approve all leaves of absence, including any extensions to previously approved leaves. The leave period may be extended at the discretion of the Company, but may not exceed six months. Employees on an approved personal leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service. In addition, you will not earn or accrue any additional benefits, seniority or vacation while on a personal leave of absence.

Other than your rights under COBRA, depending on the circumstances of the leave, you may not be eligible for certain benefits if your leave extends beyond thirty (30) days, including job seniority or tenure for determining vacation wage eligibility, or 401(k) eligibility. The Company will not guarantee the same or a comparable job upon your return. Moreover, placement is dependent upon the availability of job openings; thus, there can be no guarantee of rehire.

An employee who fails to report promptly for work at the expiration of the leave of absence, or who applies for unemployment compensation, will be considered to have voluntarily resigned.

VACATION AND SICK LEAVE/PERSONAL TIME OFF

Vacation and sick leave/personal time off policies may vary by location. Refer to the back of the handbook for your location's specific policy.
CASH HANDLING

Every employee involved in cash handling has been entrusted with an important responsibility. A big part of that responsibility is accounting for the cash being handled. Employees handling cash must always keep cash in a secured location designated for your particular job.

At the end of your shift, the cash must be counted carefully, verified, and deposited with the manager. Check with your manager for the designated area for counting money; never perform this activity in front of the guest.

The Company expects every employee who has been entrusted to handle cash to act responsibly. However, if mistakes are repeated, the employee may be excluded from any cash-handling position and may be subject to disciplinary action. Cash handling mistakes involving gross negligence (such as losing a cash turn-in by leaving it unattended) are unacceptable.

CREDIT CARD CHARGES

There are various costs to the Company when a guest charges their tip on a credit card. One such cost is a credit card processing fee which is assessed against tips and charged to the Company by the credit card companies. The actual “tip” is the cash which results after the credit card processing fee and other administrative expenses are taken into account. It is Company policy that servers retain all of their tips net of these expenses and any tip sharing described herein. The Company will deduct an amount of 1.5% from the tip entry on the credit card charge (unless otherwise prohibited by state law). For example, if the total amount of credit card tip notations is $10.00, the Company will pay to the server $9.85 which is $10.00 minus 1.5%.

HANDBAGS

In an effort to heighten security, hourly employees are not allowed to carry purses, satchels, handbags, etc. on Company premises during working hours. If an hourly employee carries personal effects on Company premises, the items must be maintained in a clear plastic bag.

The employee will not be required to purchase a particular bag; however, the bag must be transparent. If an employee violates this policy, their belongings will be subject to search and inspection. We reserve the right to conduct searches and inspections of employees, visitors, and other personnel conducting business on the Company premises, subject to applicable federal and state laws. Personal effects, such as baggage, vehicles, lockers, boxes, bags, parcels, food and beverage containers and exterior clothing brought on to the Company premises are subject to search and inspection.

SERVICE OF BEVERAGES

In order to serve our guests in the best manner possible, the following service procedures have been established: Each time a server or bartender starts a check on a table, the first thing to be ordered is the beverage. If a guest does not order a drink, the “water” key must be utilized in the POS system. All beverages ordered must be rung in before they are delivered to the guest.

The minimum age to consume alcohol in all states is 21. When a guest appears to be under the age of 30, you must ask the person’s age before checking their I.D. – “How old are you?” Once the guest has stated their age, you must verify the age by then checking the guest’s I.D. (if the guest states that their age is over 21, the I.D. must be checked). Under no circumstances
should you sell alcoholic beverages to a guest who is believed to be less than 30 years of age, without properly checking their I.D.

The responsibility of those who sell alcoholic beverages is to ask for an acceptable form of identification. Acceptable forms of identification include the following:

- Driver’s License from any state, ONLY if it bears a PHOTOGRAPH of the person carrying the identification.
- U.S. Active Duty Military Identification Card. These cards are green and will be laminated. (Inactive or dependent cards are NOT ACCEPTABLE!)
- Identification Card from any State Department of Motor Vehicles. (This looks like a Driver’s License, but is clearly marked “Identification Card.”)
- Passport with picture issued from a government institute.

It is important that those who sell alcoholic beverages follow these steps when checking I.D.s. Check to see if the I.D. has been altered or tampered with in any way. Check the birth date and expiration date. Look at both the photo and the person presenting it to make sure it is the same person. Ensure that the person presenting the card matches the description on the I.D. in regards to eyes, height, weight, and approximate age. Always know what year a person would have to be born to be 21 years of age. If you have any doubts that the I.D. is not valid, consult your manager.

**SWIPE CARDS**

The purpose of this policy is to provide as much protection as possible for the security of our data. These procedures standardize the use and issuance of the Swipe Card to ensure consistency throughout the Company.

All employees will be provided with a Swipe Card. All Swipe Cards will be controlled and issued by the General Manager, or salaried manager(s) designated by the General Manager. Swipe Cards are the property of the Company and are issued specific to a particular property. Employees must have his/her Swipe Card in their possession at all times. Duplication of any Swipe Card by an unauthorized vendor is strictly prohibited. Holes are not to be punched in the magnetic strip of the card.

Employees shall not loan, share, or transfer their Swipe Card to any other individual for any reason and shall only use the Swipe Card issued by the Company. Employees are responsible for notifying the General Manager (or his/her designee) within 24 hours of lost, stolen or misplaced Swipe Cards. Managers are also responsible for collecting Swipe Cards from exiting or transferring employees. Replacement Swipe Cards are issued only after providing the General Manager (or his/her designee) with the original issued Swipe Card.

For Supervisor Growth Program participants, any violation of the Company’s policies regarding Swipe Cards may result in automatic termination of participation in the Supervisor Growth Program for one year.

Employees will use their assigned Swipe Card to: clock in/out, place orders, declare tips, or ring sales. When an employee is entered into POS system, nicknames cannot be used. The employee’s name as designated on the employee’s social security card, driver’s license, or INS document is to be entered into POS system. If there is another employee in the POS system with the same first name, include the first initial of the last name to designate the correct person; and enter that into the “Nickname” box.
Employees may request cards through their General Manager (or his/her designee). New Swipe Cards are issued upon completion of all new hire paperwork. Replacement Swipe Cards will be issued for cards that are: no longer in working order (i.e., broken, worn out, card reader not working, etc.), at no charge to the employee, upon presentment of the original Swipe Card.

Employees who arrive at work without their Swipe Card will not be in compliance with this policy. Non-complying employees have the following options: (1) return to their home, car, etc., to retrieve their Swipe Card – if this option is chosen, non-exempt employees (hourly) will not be compensated for any time missed because of failure to comply, or (2) obtain a new Swipe Card from the General Manager (or his/her designee). If employee chooses this option, the following consequences apply:

- The first violation will result in a verbal warning. A Swipe Card will be issued at no cost to the employee.
- Second violation; the employee will be written up (DAR) and a Swipe Card will be issued at no cost to the employee.
- Third violation; the employee must be written up and receive a 1 day suspension, without pay (non-exempt hourly employees). A Swipe Card will be issued at no cost to the employee.
- Fourth violation; termination of employment.

**TIP REPORTING**

**Notice Pursuant to the Fair Labor Standards Act (Federal Wage and Hour Law):**

Where allowed by law, tips will be treated as satisfying part of the minimum wage obligation for those employees that customarily and regularly receive at least $30 a month in tips, such as hosts, bussers, food runners, bartenders and servers (tipped employees). The practice of sharing tips (“tipshare”) among those employees that customarily and regularly receive tips is approved by all of our facilities, unless otherwise prohibited by state law. The amount of tipshare is usually a percentage of your gross sales, and varies by concept and location. Your management team will advise you of the tipshare percentage and process for your location.

All tips received by tipped employees must be retained by the employee, except for the amount shared as part of the tipshare program. The tip credit taken by the Company will not be more than the actual amount of tips received by the employee (verified on a weekly basis). In accordance with federal law, the tip credit shall not apply to any employee who has not been informed of these requirements. Taxes and other deductions will be assessed based upon the total income received by each employee (including tips). However, any tips received that are above the tip credit amount are not considered wages, but are considered income to the employee.

Tips (cash as well as credit card tips) are always considered taxable earnings. It is very important that tipped employees (direct and indirect) follow proper tip-reporting procedures. Tip reporting laws require directly- and indirectly-tipped employees to report all tips received, cash as well as charged tips. This includes servers and non-servers – food servers, cocktail servers, bartenders, maitre d’s, captains, coatroom attendants, etc. – basically, anyone who receives tips. It also includes indirectly-tipped employees – such as bussers, service bartenders, and host/hostesses, whose tips come from other employees rather than directly from customers.

It is your obligation to report all tips received, cash as well as charged tips. Tips must be reported at the end of every shift you work – you cannot leave work without doing so. It is the
employee’s responsibility to keep their own accurate records of tips. Indirectly tipped employees' tips are determined based on the tip pool and will be declared by the manager at the end of the shift (unless otherwise prohibited by state law).

Failing to report or underreport tips can be considered tax fraud – which is a federal felony. Any employee in violation of this policy is subject to disciplinary action.

**TECHNOLOGY**

**COMPUTER TECHNOLOGY**

The Company’s computers, systems and employee communications network are some of the most important assets because: (1) they are critical to the accuracy and proper control of financial transactions in the Corporate Office; and (2) they represent a large investment by the Company in software and hardware.

Therefore, all employees are responsible for assisting in the care of Company computers as defined in the following basic procedures:

- Company personnel must seek diligently to protect all computer hardware from elements of physical abuse, including exposure to harmful substances (liquids, food, etc.) and all forms of carelessness/misuse.
- All questions/problems concerning the computer hardware, software or network should be communicated by appropriate Company personnel to the TSC-Technology Support Center. TSC support is available seven days per week, 24 hours per day. All calls to third-party service providers (hardware vendors, and/or local service providers) must be arranged by Technology Support Center representatives.
- Under no circumstances are Company personnel permitted to arrange third-party services without the direct involvement of the Technology Support Center.
- The computers installed are customized systems that are designed and configured for specific business purposes and are the property of the Company. Therefore, under no circumstances are company computers to be used for any private, non-business purpose.
- System security and integrity is of vital importance in safeguarding the Company’s information and assets. Therefore, it is incumbent on each Corporate employee to observe the basic rules of security:
  1. Employee security passwords are confidential and must never be shared between employees;
  2. Absolutely no new software (or new version of a currently-installed software product) is to be installed on any Company computer with the approval and direct involvement of the Help Desk (unauthorized software includes all games, screen savers, wallpapers, all Internet browsers and all other software products/versions that are not specifically approved for installation); and
  3. Absolutely no change to the hardware, wiring/cabling or component configuration is permitted without the approval and direct involvement of the Help Desk.

**E-MAIL/INTERNET SYSTEMS**

The use of the Company’s electronic mail (“e-mail”) and Internet systems is reserved solely for the conduct of business at the Company. It may not be used for personal business or any other purpose.
All messages created, sent or retrieved over the e-mail and Internet systems are the property of the Company and should be considered public information. The Company's senior management reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate.

It is important that all employees maintain a professional demeanor when communicating via the Company's e-mail system. Company e-mail is not to be used as a forum to express your non-business related beliefs or agendas.

As an example, when composing an e-mail, it is common to use an e-mail signature line in closing. The signature line should include your contact information (name, title, phone number, fax number, etc.). The signature line should not include quotes and should not be used to express your personal causes. If you have personalized your e-mail signature line, please immediately change it to remove any prohibited quotations, directives, or clip art.

An example of an acceptable signature line:

John Smith  
Manager of Guest Services  
Smith Company, Inc.  
(713) 555-1212 - Phone  
(713) 555-1213 - Fax

The e-mail and Internet systems shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization from the Company's management. Employees, if uncertain about whether certain information is copyrighted, proprietary or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the Company's General Counsel or the Human Resources Department.

Use of the e-mail and Internet systems to engage in any communications that are in violation of Company policies is strictly prohibited. The e-mail and Internet systems are not to be used to create or disseminate any offensive or disruptive messages. Among those that are considered offensive are any messages which contain sexual and/or pornographic implications, racial slurs, gender specific comments or any other comments that offensively address someone’s age, sexual orientation, religious or political beliefs, national origin or disability. The e-mail and Internet systems should not be used to disseminate jokes, promote chain letters or other similar types of activities. The e-mail and Internet systems should not be used to disseminate, solicit, promote, encourage, or advertise commercial ventures, religious or political causes, outside organizations, or other non-job related information or solicitations.

To ensure that employees comply with this policy, the Company may conduct periodic audits of, including, but not limited to individual personal computers, disks, or backup tapes if necessary, the Company will advise appropriate legal officials of any illegal violations.

**ELECTRONIC DEVICES**

Only Company issued electronic devices are to be utilized while at work. Personal electronic devices are not to be operated during regular work hours. Personal electronic devices include, but are not limited to, cell phones, iPod’s, iPad’s, MP3 Player’s or personal notebook computers.
LANDRY’S, INC.
Landry’s, Inc. owns and operates restaurants, hotels and other businesses through various subsidiaries. Your actual employer will be a Landry’s subsidiary that owns and operates the restaurant/hotel/business at which you work.

Corporate Offices Located at:
1510 West Loop South
Houston, Texas 77027
Telephone: 713-850-1010
Facsimile: 713-850-7274
Toll Free: 800-394-3839
www.landrysinc.com
STATE/LOCATION SPECIFIC POLICIES

CALIFORNIA LOCATIONS

Note: A registered domestic partner will be treated as a spouse as referenced in all applicable policies in the Handbook.

Vacation

Eligible employees must submit requests at least 30 days in advance, or as far in advance as possible. You may not take more than 5 consecutive days of vacation per vacation request. Your manager will make every effort to accommodate your vacation request. However, staffing requirements must be taken into consideration. On occasion, you may need to make alternate vacation plans. Please remember that a vacation request is not approved until your manager notifies you.

The Company encourages you to use all of your vacation in the year that it is accrued, and reserves the right to schedule vacation for employees that have not utilized their vacation benefits. Accrued but unused vacation will be paid upon termination in accordance with state law.

Salaried Employees

Salaried employees will accrue a set amount of vacation hours on the first day of every month in which you are an active employee, subject to the maximum accrual. If you are not actively employed on the first day of a month, no vacation time will be accrued.

Vacation entitlement is based on your length of employment with the Company as follows:

<table>
<thead>
<tr>
<th>Service Length</th>
<th>Vacation Accrual Rate</th>
<th>Maximum Accrual*</th>
<th>Possible Vacation Days Accrued at the End of each Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date up to 2nd yr anniv.</td>
<td>6.67 hrs/month</td>
<td>None</td>
<td>10 days</td>
</tr>
<tr>
<td>2nd yr anniv. up to 4th yr anniv.</td>
<td>6.67 hrs/month</td>
<td>140 hrs</td>
<td>10 days</td>
</tr>
<tr>
<td>4th yr anniv. up to 5th yr anniv.</td>
<td>10 hrs/month</td>
<td>210 hrs</td>
<td>10 days</td>
</tr>
<tr>
<td>5th yr anniv. up to 9th yr anniv.</td>
<td>10 hrs/month</td>
<td>240 hrs</td>
<td>15 days</td>
</tr>
<tr>
<td>9th yr anniv. up to 10th yr anniv.</td>
<td>13.33 hrs/month</td>
<td>280 hrs</td>
<td>15 days</td>
</tr>
<tr>
<td>10th yr anniv. forward</td>
<td>13.33 hrs/month</td>
<td>280 hrs</td>
<td>20 days</td>
</tr>
</tbody>
</table>

*Once you have accrued the maximum amount, you will cease to accrue vacation until you use some or all of your accrual.

Hourly Employees

Landry’s offers paid vacation to full-time hourly employees based on tenure and the average number of regular hours worked per pay period. Regular hours include hours that are actually worked and do not include hours paid for vacation, jury duty or any other type of earning that is for non-worked hours. Once you have met the waiting period, you may begin accruing vacation
time based on every hour worked during each pay period in which you have worked a total of 70 hours or more, subject to a maximum accrual. No vacation time will accrue for hours worked during any bi-weekly pay period in which your total regular hours are less than 70.

**All California locations excluding San Francisco**

No vacation time will accrue during the first 3 months of employment. The accrual rate is based on tenure (service length) as follows:

<table>
<thead>
<tr>
<th>Service Length</th>
<th>Vacation Accrual</th>
<th>Maximum Accrual*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date up to 3 month anniversary</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>1st pay period following 3 month anniversary</td>
<td>.04 hours per hour worked</td>
<td>140 hours</td>
</tr>
<tr>
<td>up to 9th year anniversary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st pay period following 9th year anniversary</td>
<td>.06 hours per hour worked</td>
<td>210 hours</td>
</tr>
<tr>
<td>forward</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If you reach the maximum accrual amount, you will stop accruing vacation time, until you use some or all of your accrued vacation time.

**Hourly Employees in San Francisco**

You may begin accruing vacation time upon reaching your one year anniversary. No vacation time will accrue during the first year of employment. The accrual rate is based on tenure (service length) as follows:

<table>
<thead>
<tr>
<th>Service Length</th>
<th>Vacation Accrual</th>
<th>Maximum Accrual*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date up to one year anniversary</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>First pay period following one year anniversary</td>
<td>.02 hours per hour worked</td>
<td>70 hours</td>
</tr>
</tbody>
</table>

*If you reach the maximum accrual amount, you will stop accruing vacation time, until you use some or all of your accrued vacation time.

**Sick Leave**

*(Hourly employees are not entitled to this benefit, except in San Francisco)*

Sick leave may not be earned or used during your initial introductory period, which is your first 90 days of employment. Introductory employees absent due to illness or a non-work related injury will have their pay adjusted to reflect an unpaid absence.

Sick leave benefits are calculated based on your base salary and do not include any special compensation, such as tips, incentives, commissions, or bonuses. Unused sick leave benefits will not be paid to you upon termination.
If requested by your supervisor, a physician’s statement must be provided to verify your medical condition and length of illness or injury. Such verification may also be required for other sick leave absences and may be a condition for receiving sick leave benefits.

You may use sick leave for an absence due to your own illness or injury, contagious condition threatening to other employees, or for medical care, treatment or diagnosis. In addition, sick leave can be used to aid or care for the following persons when they are ill or injured or receiving medical care, treatment, or diagnosis: spouse, child, parent, legal guardian or ward, sibling, grandparent, grandchild and registered domestic partner under any state or local law. The aforementioned child, parent, sibling, grandparent and grandchild relationships include not only biological relationships but also relationships resulting from adoption, step-relationships and foster care relationships. Child includes a child of a domestic partner.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, contagious condition, pregnancy, childbirth, pregnancy related conditions, or to provide care or assistance to an immediate family member with an illness, injury, medical condition, need for medical diagnosis or treatment, or other medical reasons and may not be used for any other absences. Employees may not misuse, abuse or fraudulently use sick leave benefits. Failure to follow the foregoing procedures may result in the denial of the paid sick leave benefit.

If you are unable to report to work due to your own illness or injury or the illness or injury of an immediate family member, you should notify your manager before the start of your next workday, if possible. Your manager must also be contacted on each additional day of absence.

**All California locations excluding San Francisco**

Paid sick leave benefits are provided to all full-time, salaried employees and may be used in minimum increments of one-half day. Unused sick leave benefits do not accrue and expire each year at the end of the calendar month of the anniversary of your hire date.

You will receive 5 sick days after 90 days of employment and thereafter, each year on the first day of the calendar month following the anniversary of your hire date. You may not have more than 5 days of sick leave available at any time.

**San Francisco locations only**

Landry’s provides paid sick leave benefits to both salaried and hourly employees in accordance with local laws. After the introductory period, employees will accrue sick leave at the rate of one hour for every 30 hours worked. Paid sick leave shall accrue only in hour-unit increments. You may not have more than 72 hours of accrued sick leave available at any time. Paid sick leave can be used in minimum increments of one-half hour.

For those employees that do not have a spouse or registered domestic partner, you may designate one person (in addition to your immediate family members as noted above) as to whom you may use paid sick leave in the event aid or care for the person is necessary. You must make the designation within two weeks of hire. You will have the opportunity to change the designation on an annual basis.

Note that the Office of Labor Standards Enforcement (“OLSE”) has stated they will calculate sick leave accrual for exempt managers in San Francisco based upon a 40-hour work week (regardless of the total number of hours worked above 40), unless there is evidence that the exempt employee’s regular work week was less than 40 hours; in which event it will be based
upon the total hours worked. Therefore, based upon a 40-hour work week, for their first week of work after a salaried manager begins to accrue paid sick leave, the manager will have accrued one hour of paid sick leave, and have worked 10 of the 30 hours needed to accrue their second hour of paid sick leave. After a salaried manager works two full weeks (80 total hours of work credited towards sick leave), the salaried manager will have accrued a total of two hours of paid sick leave and have 20 hours credited towards their third hour of sick leave, until the manager has reached a maximum of 72 hours of sick leave available.

Rest Periods
Employees are allowed 10 minutes of paid rest time for every 4 hours worked or major fraction thereof. Although the Company encourages you to use your 10 minute rest break, the employee must check out with the Manager on Duty or Shift Leader before taking the break. Because rest breaks are counted as time worked, they should be taken at a time to suit both the Company and the employee. Rest breaks should not interfere with restaurant operations or customer service levels. Employees are not required to record these 10 minute rest periods on their time records. Employees cannot combine rest periods with meal periods, nor can employees use rest periods to arrive late or leave early from their shift.

Meal Periods
Employees who are scheduled to work five consecutive hours or more in a day are required to take one uninterrupted duty free meal period each workday that is at least 30 minutes long, unless waived by the employee pursuant to law. Employees who are scheduled to work more than six consecutive hours or more in a day, cannot waive their meal period, and must take it within the five hour time period. Employees who work more than 10 hours in a day are required to take a second uninterrupted duty free meal period that is at least 30 minutes long, unless waived by the employee pursuant to law. During the meal period, employees will be relieved of all active responsibilities and restrictions, and will not be compensated for that time. Non-exempt employees are required to clock in and out for meal periods using the ‘break’ key in Aloha. Employees are allowed to leave the Company premises during the meal period. However, all employees must be ready to return to their shift promptly when the meal period is complete, or be subject to disciplinary action. The Company will schedule meal periods to accommodate its operating requirements. Employees cannot combine meal periods with rest periods, nor can employees use meal periods to arrive late or leave early from their shift.
DISTRICT OF COLOMBIA LOCATIONS

Paid Leave Policies

All employees shall have access to paid leave policies from the first day of employment, as noted below. The paid leave is designed to give employees time needed away from their everyday work schedule for their family and home life in order to take actions to enhance the physical, psychological, or economic health or safety of the employee or their family members. The Company encourages you to use all of your leave time in the year it is accrued, unless otherwise noted herein, no accrued unused leave will be paid upon termination.

All Employees - Personal Time Off

All employees will accrue 1 hour of paid personal time off for every 37 hours worked, up to a maximum accrual of 7 days of personal leave for every calendar year. (Exempt employees will not accrue leave for any hours worked over 40 per work week.) Any unused days will be carried over to the following calendar year; however, an employee may not use more than 7 days of paid personal time off in any calendar year.

Personal time off is designated to give employees time off for your family and home life. You may use personal time off for absences from work resulting from employees’ own or a family member’s illness, injury, or medical condition, or, if the employee or family member is a victim of stalking, domestic violence, or sexual abuse. For the purposes of this policy, family members include any of the following: a spouse, a domestic partner, children (including foster children, grandchildren, spouses of any children, and any child who lives with an employee and for whom the employee permanently assumes parental responsibility), parents and parents of a spouse, brothers and sisters and their spouses, and any other person with whom you share or have shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship as defined by the District of Columbia Accrued Sick and Safe Leave Act of 2008. Hourly employees, at their discretion, may also use accrued personal leave time for vacation, but leave for vacation shall be limited to no more than 5 consecutive days for this purpose.

Employees may begin to access paid Personal Leave time after 90 days of service and personal leave must be taken in 4 hour increments (1/2 days for managers). Employees that are rehired within 12 months of termination of their employment may access paid leave immediately. You shall make a reasonable effort to schedule Personal Leave in a manner that does not unduly disrupt the business operations of the location. If the leave is foreseeable, the written request for leave must be provided at least 10 days in advance, or as early as possible. If the leave is unforeseeable or an emergency, you must notify your manager prior to the start of the next work shift or within 24 hours of the onset of the need for a leave, whichever occurs sooner. For all requests, the manager may request a reason for the absence and the expected duration of the paid leave. When paid leave is requested for 3 or more consecutive days, your manager may require that upon your return to work, the request for leave be supported by reasonable certification, such as a doctor’s note, police report, signed statement from a victim or witness advocate or counselor, or a court order.
SEATTLE, WASHINGTON LOCATIONS

Seattle Paid Sick and Safe Leave

Employees will accrue paid time, to be used as either paid sick or safe time, at the rate of one hour for every 30 hours worked not to exceed a maximum annual accrual of 72 hours. Employees may not use paid sick time and paid safe time exceeding 72 hours in a calendar year. Exempt salaried managers will not accrue leave for hours worked beyond a 40 hour work week.

Paid sick time and paid safe time will begin to accrue at the commencement of employment. For individuals who are employed on the date this ordinance takes effect, accrual will begin on the date this ordinance takes effect. Accrual rates will not apply to hours worked before this ordinance takes effect.

Employees will be entitled to use accrued paid sick time or safe time beginning on the 180th calendar day after the commencement of their employment. When there is a separation from employment and the employee is rehired within 7 months of separation by the same employer, previously accrued paid sick and safe time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued paid sick and safe time and accrue additional sick and safe time immediately upon the re-commencement of employment, provided that the employee had previously been eligible to use paid sick and safe time. If there is a separation of more than 7 months, sick and safe time will not be reinstated and the rehired employee shall be considered to have newly commenced employment.

Unused paid sick time and paid safe time will be carried over to the following calendar year; however, no employees may not carry over a combined total of paid sick time and paid safe time in excess of 72 hours.

If an employee is transferred to a separate division, entity, or location within the City, or transferred out of the City and then transferred back to a division, entity, or location within the City, but remains employed by the same employer, the employee is entitled to all paid sick and safe time accrued at the prior division, entity, or location and is entitled to use all paid sick and safe time.

Reasons For Paid Sick Time and Paid Safe Time

Paid sick time must be provided to an employee for the following reasons:

1. An absence resulting from an employee’s mental or physical illness, injury or health condition; to accommodate the employee’s need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or an employee’s need for preventive medical care.

2. To allow the employee to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.
**Paid safe time** must be provided to an employee for the following reasons:

1. When the employee's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

2. To accommodate the employee's need to care for a child whose school or place of care has been closed by order of a public official for such a reason.

3. For any of the following reasons related to domestic violence, sexual assault, or stalking:
   a. To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
   b. To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
   c. To enable the employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
   d. To enable the employee to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
   e. To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

**Definitions**

For purposes of determining eligibility for **paid sick time**:

"Family member" shall mean:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

2. "Grandparent" means a parent of a parent of an employee.

3. "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.


5. "Spouse" means husband, wife or domestic partner. For purposes of this chapter, the terms spouse, marriage, marital, husband, wife, and family shall be interpreted as applying equally to city or state registered domestic partnerships or individuals in city or state registered domestic partnerships.
partnerships as well as to marital relationships and married persons to the extent that such interpretation does not conflict with federal law. Where necessary to implement this chapter, gender-specific terms such as husband and wife used in any statute, rule, or other law shall be construed to be gender neutral, and applicable to individuals in city or state registered domestic partnerships.

For purposes of determining eligibility for paid safe time:

1. "Family or household members" shall mean, spouses, domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

2. "Domestic violence" shall mean:
   a) Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members;
   b) sexual assault of one family or household member by another; or
   c) stalking, as defined below in subsection 14.16.010.P.1.c, of one family or household member by another family or household member.

3. "Stalking" shall be defined as in RCW 9A.46.110.

4. "Dating relationship" shall mean a social relationship of a romantic nature.

5. "Sexual assault" shall be defined as in RCW 49.76.020.

Requesting and Paying Paid Sick Time or Paid Sick Days

Paid sick time and paid safe time shall be provided upon the request of an employee. When possible, the request shall include the expected duration of the absence. An employer may require an employee to comply with the employer's usual and customary notice and procedural requirements for absences and/or requesting leave, provided that such requirements do not interfere with the purposes for which the leave is needed.

1. If the paid leave is foreseeable, a written request shall be provided at least 10 days, or as early as possible, in advance of the paid leave, unless the employer's normal notice policy requires less advance notice.

2. If the paid leave is unforeseeable, the employee must provide notice as soon as is practicable and must generally comply with an employer's reasonable normal notification policies and/or call-in procedures, provided that such requirements do not interfere with the purposes for which the leave is needed.
3. When the use of accrued time is foreseeable, the employee shall make a reasonable effort to schedule the use of sick or safe time in a manner that does not unduly disrupt the operations of the employer.

Upon mutual consent by the employee and the employer, an employee may work additional hours or shifts during the same or next pay period without using available paid sick or safe time for the original missed hours or shifts. However, the employer may not require the employee to work such additional hours or shifts. Should the employee work additional shifts, the employer shall comply with any applicable federal, state or local laws concerning overtime pay.

When paid sick or safe time is requested by an employee who works in an eating and/or drinking establishment, the employer may offer the employee substitute hours or shifts. If the employee accepts the offer and works these substitute hours or shifts, the amount of time worked during the substitute period, or the amount of time requested for sick and safe time, whichever is smaller, may be deducted from the employee's accrued sick and safe time. Should the employee work the substitute hours or shifts, the employer shall comply with any applicable federal, state or local laws concerning overtime pay. However, no employer is required to offer such substitute hours or shifts, and no employee is required to accept such hours or shifts if they are offered.

Employees must be compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee would have earned during the time the paid leave is taken. Employees are not entitled to compensation for lost tips or commissions and compensation shall only be required for hours that an employee is scheduled to have worked.

Hourly employees may use accrued paid sick and safe time in hourly increments. Managers may use accrued paid sick and safe time in increments of half days.

**Verification of Eligibility**

1. For use of paid sick time of more than three consecutive days, an employer may require reasonable documentation that the sick time is covered. Documentation signed by a health care provider indicating that sick time is necessary shall be considered reasonable documentation. An employer may not require that the documentation explain the nature of the illness. For any employee who is not offered health insurance by the employer, the employer and the employee shall each pay half the cost of any out-of-pocket expense incurred by the employee in obtaining the employer-requested documentation. These expenses are limited to the cost of services provided by health care professionals, the services of health care facilities, testing prescribed by health care professionals and transportation to the location where such services are provided. An employee who has declined to participate in the health insurance program offered by his or her employer shall not be entitled to reimbursement for out-of-pocket expenses.

2. For use of paid safe time of more than three consecutive days due to employer, or child's care being closed, an employer may require that requests be supported by verification of a closure order by a public official of the employee's child's school or childcare establishment, and the employee may satisfy this verification request by providing notice of the closure order in whatever format the employee received the notice.
3. For use of paid safe time of more than three consecutive days for any reasons related to domestic violence, sexual assault, or stalking, an employer may require that requests be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for one of the purposes covered. An employee may satisfy this verification requirement by one or more of the following methods:
   a. a police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault, or stalking;
   b. a court order protecting or separating the employee or employee's family member from the perpetrator of the act of domestic violence, sexual assault, or stalking, or other evidence from the court or the prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking; or
   c. documentation that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, from any of the following persons from whom the employee or employee's family member sought assistance in addressing the domestic violence, sexual assault, or stalking: An advocate for victims of domestic violence, sexual assault, or stalking; an attorney; a member of the clergy; or a medical or other professional. The provision of documentation under this section does not waive or diminish the confidential or privileged nature of communications between a victim of domestic violence, sexual assault, or stalking with one or more of the individuals named in this subsection c; or
   d. an employee's written statement that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes mentioned above.
The state of Connecticut requires employers to provide paid sick leave to service workers. Service workers, which include all restaurant employees except salaried managers, will accrue paid sick leave as follows:

- As of January 1, 2012, service workers will accrue one hour for every forty hours worked.
- Accrual will be in one hour increments up to a maximum of forty hours per calendar year.
- Employees may carry over up to forty unused accrued hours from the current calendar year to the following calendar year, but will not be entitled to use more than the maximum number of accrued hours.
- Service workers are entitled to the use of accrued paid sick leave upon the completion of 680 hours from January 1, 2012, or if hired after January 1, 2012, upon the completion of 680 hours from their date of hire.
- Employees are not entitled to the use of accrued paid sick leave if they did not work an average of ten or more hours a week in the most recent complete calendar quarter.

The number of hours available for each employee may be obtained by contacting the payroll processor assigned to your location.
MASSACHUSETTS LOCATIONS

Leave of Absence Related to Abusive Behavior/Domestic Violence

- Effective August 8, 2014, employers with at least 50 employees are required to grant a leave of absence of up to 15 days in a 12-month period to employees if they or their covered family member are dealing with abusive behavior such as domestic violence, criminal stalking or sexual assault.
- Covered family members include spouse, parent, step-parent, child, step-child, sibling, grandparent, grandchild, persons who are dating or engaged and living together, the parent of a child in common regardless of current relationship status, or persons in a guardianship relationship.
- The leave must be directly related to domestic violence, such as obtaining medical attention, counseling, or legal assistance, meeting with law enforcement, obtaining a protective order or attending court proceedings.
- An employee must request leave with advance notice whenever possible. In the event of imminent danger, the employee, or a designated representative (i.e., family member, clergy, social service representative, etc.) must notify the employer within 3 working days.
- Leave is unpaid. However, any available sick, personal and vacation time will be paid concurrent with the leave of absence.
- The employee may be required to provide documentation to substantiate the leave, such as a police report, protective order, a document on the letterhead of a court, service provider or public agency from whom the employee sought assistance, medical documentation of treatment, or a sworn statement signed under penalty of perjury by the employee or service provider (clergy, social service worker, medical provider, shelter worker, etc.) stating that the employee or family member is a victim of abusive behavior. Any documentation provided may be kept in the employee's personnel file only for as long as required to determine the employee's eligibility for leave.
- All information provided to the Company related to the leave will be kept confidential, except as consented to in writing by the employee, as ordered to be released by a court of law, as required by state or federal law, or as necessary to protect the safety of the employee or others employed at the workplace.
- Employees have 30 days to provide supporting documentation for an absence related to domestic violence. Employers cannot take negative action for an unscheduled absence related to abusive behavior or domestic violence if an employee provides sufficient documentation within 30 days to substantiate the need for leave.
- Employees who are approved for a leave of absence will not lose any benefit that was accrued prior to the leave.
- Upon return from leave, the employee is to be reinstated into his or her original job or into an equivalent one.
- Employers may not discriminate or retaliate against an employee for exercising their rights under this policy.
NEW YORK CITY LOCATIONS

Pregnancy and Employment Rights

It is illegal for an employer to refuse to provide a reasonable accommodation or fire an employee because of the employee’s pregnancy, having a child, or related medical conditions. Pregnant women and those recovering from childbirth are protected from discrimination under the NYC Human Rights Law. An employer may be obligated to grant employees a reasonable accommodation to allow the employee to perform the essential requisites of the job.

Reasonable accommodations may include:

- Bathroom breaks
- Breaks to facilitate increased water intake
- Periodic rest if the employee stands for long periods of time
- Assistance with manual labor
- Unpaid medical leave

Please contact your General Manager if you need an accommodation due to pregnancy, childbirth, or related medical conditions. Employees who believe that they have been discriminated against or denied a reasonable accommodation can contact the Human Resources Department at 1-800-394-3839 or via email at EERelations@ldry.com. In addition, employees can call 311 or visit www.nyc.gov/311.

Paid Sick Leave

Under New York City’s Earned Sick Time Act (Paid Sick Leave Law), certain employers must give their employees sick leave. Go to nyc.gov/PaidSickLeave to learn which employees are covered by the law.

Employers with five or more employees who are hired to work more than 80 hours a calendar year in New York City must provide paid sick leave. Employers with less than five employees must provide unpaid sick leave.

Employers who have one or more domestic workers who have been employed at least one year and who work more than 80 hours a calendar year must provide paid sick leave.

By law, employers who must provide sick leave must give this written notice to new employees when they begin employment.

You have a right to sick leave, which you can use for the care and treatment of yourself or a family member.

Amount of Sick Leave:

- Your employer must provide up to 40 hours of sick leave every calendar year. Your employers calendar year is:

  Start of Calendar Year: January       End of Calendar Year: December
Domestic workers: Your employer must provide two days of paid sick leave in addition to the three days of paid rest to which you are entitled under New York State Labor Law. Go to labor.ny.gov and search "Domestic Workers’ Bill of Rights" for more information.

**Rate of Accrual:**
You begin to accrue sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick leave per calendar year.

Domestics workers: You must have worked for the same employer for at least one year to earn two days of paid sick leave under City law. DCA will provide guidance on rate of accrual at nyc.gov/PaidSickLeave.

**Date Accrual Begins:**
You begin to accrue sick leave on April 1, 2014 or on your first day of employment, whichever is later.

*Exception*: If you are covered by a collective bargaining agreement that is in effect on April 1, 2014, you begin to accrue sick leave under City law beginning on the date that the agreement ends.

**Date Sick Leave is Available for Use:**
You can begin using sick leave on July 30, 2014 or 120 days after you begin employment, whichever is later.

Domestic workers: DCA will provide guidance on when sick leave is available for use at nyc.gov/PaidSickLeave.

**Acceptable Reasons to Use Sick Leave:**
You can use sick leave when:
- You have a mental or physical illness, injury, or health condition; you need to get a medical diagnosis, care or treatment of your mental or physical illness, injury, or condition; you need to get preventive medical care.
- You must care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care.
- Your employer’s business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

**Family Members:**
The law recognizes the following as family members: child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee’s spouse or domestic partner, and sibling (including a half, adopted, or step sibling).

**Advance Notice:**
If the need is foreseeable, your employer can require up to seven days advance notice of your intention to use sick leave. If the need is unforeseeable, your employer may require you to give notice as soon as practicable.
**Documentation:**
Your employer can require documentation from a licensed health care provider if you use more than three consecutive workdays as sick leave. The Paid Sick Leave Law prohibits employers from requiring the health care provider to specify the medical reason for sick leave. Disclosure may be required by other laws.

**Unused Sick Leave:**
Up to 40 hours of unused sick leave can be carried over to the next calendar year. However, your employer is only required to let you use up to 40 hours of sick leave per calendar year.

You have a right to be free from retaliation from your employer for using sick leave. Your employer cannot retaliate against you for:
- Requesting and using sick leave.
- Filing a complaint for alleged violations of the law with DCA.
- Communicating with any person, including coworkers, about any violation of the law.
- Participating in a court proceeding regarding an alleged violation of the law.
- Informing another person of that person’s potential rights.

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in your hours, or any other adverse employment action against you for exercising or attempting to exercise any right guaranteed under the law.

You have a right to file a complaint. You can file a complaint with DCA. To get the complaint form, go online to nyc.gov/PaidSickLeave or contact 311 (212-NEW-YORK outside of NYC).

DCA will conduct an investigation and try to mediate your complaint. DCA will keep your identity confidential unless disclosure is necessary to conduct the investigation, mediate the complaint, or is required by law.

Keep a copy of this notice and all documents that show your amount of sick leave and your sick leave accrual and use.

You have a right to be given a copy of this notice in English and, if available on the DCA website, your primary language. DCA has translated this notice to Spanish, Chinese, French-Creole, Italian, Korean, and Russian.

For more information, including Frequently Asked Questions, go to nyc.gov/PaidSickLeave or call 311 and ask for information about Paid Sick Leave.
PORTLAND, OREGON LOCATIONS

The City of Portland requires employers to provide paid sick time to all employees. Hourly employees will begin accruing paid sick time at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours per calendar year. Salaried managers will accrue sick and personal time off as noted in the Landry’s, Inc. Sick Leave/Personal Time Off policies. Employees become eligible to use paid Sick Leave once they have worked for the Company 90 days and have worked 240 hours within the City of Portland.

Below is an overview of the Sick Leave policy pertaining to staff in Portland:

- Employees may take paid sick time for the following reasons:
  - Diagnosis, care, or treatment of the employee, or the employee’s covered family member (including domestic partners) for mental or physical illness, injury or health condition including, but not limited to, pregnancy, childbirth, post-partum care, and preventive medical care.
  - The employee, their child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking
  - Closure of the employee’s place of business, or the employee’s child’s school or place of care, by order of a public official due to a public health emergency
  - Care for a covered family member when it has been determined by a public health authority or by a health care provider that the family member’s presence in the community would jeopardize the health of others
  - Employer exclusion of an employee from the workplace for health reasons per any law or regulation that requires such exclusion

- Employees must be compensated at the same rate as they would have earned during the time the paid leave is taken. Employees are not entitled to compensation for lost tips or commissions, and compensation is only required for hours that an employee is scheduled to have worked.

- Employees are required to notify their supervisor of the need to use sick time before the start of the employee’s scheduled work shift or as soon as practicable.

- Sick time will begin accruing on the first day of employment, but employees may not use accrued sick time during the first 90 days of employment.

- Unused paid sick time will be carried over to the following calendar year; however, employees may not use more than 40 hours of sick leave in a year.

- Unused sick time is not paid out at the time of termination.

- When an employee terminates and is rehired within 6 months of separation, previously accrued paid sick time that had not been used shall be reinstated.

- For use of paid sick leave of more than 3 consecutive days, employees may be required to provide reasonable documentation to ensure the time off qualifies.

- Employees may not be required to provide a doctor’s note unless an employee misses 3 or more consecutive days. However, if sick time abuse is suspected, employees may be required to provide documentation verifying the employee’s need to use sick time for absences less than 3 days. Employers are required to pay for any costs of verification that are not covered by the employees’ insurance.

- When an employee requests paid sick time off, management may instead offer the employee substitute hours or shifts in lieu of sick leave. However, employees are not required to accept them.
- Employees may not be required to cover their shifts as a condition of using paid sick leave.
- Hourly employees may use accrued sick time in increments of one hour to cover all or part of a shift.
- Time taken for hourly employees must be submitted to hourly payroll on a PAR form clearly noted as “sick pay”. Managers may request paid sick time/personal time off via Oracle ESS.
- It shall be unlawful for an employer to:
  - Interfere with, restrain or deny the exercise of or the attempt to exercise the right to sick time,
  - Take retaliatory personnel action or discriminate against an employee because the employee has exercised the right to protected sick time, or
  - Use an absence control policy to count earned sick time as an absence that may lead to or result in adverse employment action against the employee.
LANDRY’S, INC.

(These policies do not apply to any employee working in California. California employees refer to the back of this handbook for specific policies.)

Vacation

We provide paid vacation time for full-time employees who have been with Landry's for at least six consecutive months. Vacation is not earned until taken and is not accrued, unless specifically required by law. Unused vacation may not be paid upon termination of employment, unless required by federal or state laws.

The following applies only when state or federal law requires the payment of unused vacation upon termination of employment: Payment will only be made for those vacation benefits earned and unused during the vacation year. Vacation is earned on a pro-rata basis for each full month worked throughout the vacation year beginning with the first month commencing the employee’s vacation year.

Your vacation request must be submitted to your manager at least 30 days in advance, or as far in advance as possible. You may not take more than five consecutive days of vacation per vacation request.

Hourly employees' vacation wages will be based upon the average of their weekly hours for the 16 weeks prior to their vacation time, not to exceed 40 hours per week. Hourly employees must average a minimum of 35 hours per week in order to qualify for vacation wages. These wages will be paid at your regular hourly rate. Salaried employees will be paid vacation wages based on their base salary excluding any special compensation, such as incentives, commissions, or bonuses.

You are entitled to the vacation benefit based upon your employee classification and length of employment with the Company, as follows:

**Hourly Employees**

You are eligible for the vacation benefit on the first day of the month following six months of employment and thereafter, each year on the first day of the month following the anniversary of your hire date.

<table>
<thead>
<tr>
<th>Service Length</th>
<th>Annual Vacation Days</th>
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<tbody>
<tr>
<td>After six months</td>
<td>5 days</td>
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<tr>
<td>After year one</td>
<td>5 days</td>
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<tr>
<td>After years two - nine</td>
<td>10 days/yr</td>
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<tr>
<td>After years ten +</td>
<td>15 days/yr</td>
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</tbody>
</table>

Vacation may only be taken in full day increments. There are no half-days of vacation. You must use your vacation time by the end of the calendar month of the anniversary of your hire date. Unused vacation time may not be carried over beyond the end of the calendar month of the anniversary of your hire date, except the vacation earned after six months of employment, which does not expire until the second anniversary of your hire date. Vacation schedules for restaurant employees are planned within each unit by the general manager. Your manager will
make every effort to accommodate your vacation request. However, staffing requirements must be taken into consideration. On occasion, you may need to make alternate vacation plans.

**Salaried Employees and Corporate Hourly Employees**

The vacation year is a calendar year beginning January 1st and ending December 31st. Vacation will not be carried over from one calendar year to another. Vacation may be used in minimum increments of one-half day. You must use your vacation time by the end of the calendar year in which you received the vacation. As everyone’s vacation expires on December 31st, employees should be aware that managers cannot accommodate everyone’s vacation request at the end of the year. Therefore, you are encouraged to schedule your vacation throughout the year.

**Current Employees**

Any employee that has completed six full months of service as of January 1st will be eligible for vacation based upon your length of service with the Company on January 1st, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service Length</th>
<th>Vacation Days Alotted on January 1st</th>
</tr>
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<tbody>
<tr>
<td>6 months</td>
<td>5 days, plus an additional 5 days on the first of the month following the anniversary of your hire date</td>
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<tr>
<td>One to four years</td>
<td>10 days</td>
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<td>Five to nine</td>
<td>15 days</td>
</tr>
<tr>
<td>Ten years or more</td>
<td>20 days</td>
</tr>
</tbody>
</table>

**New Employees**

An employee that has less than six months of service is considered a New Employee for the purposes of this policy. On the first of the month following your six month anniversary, you will be eligible for one vacation day for each full month of service remaining in that calendar year, up to a maximum of 10 days. Although you may qualify for up to 10 days of vacation, you may only use five of those days until you have completed at least one full year of service. On the first of the month following your one year anniversary date, you will be eligible to use the remaining days.

**Sick Leave/Personal Time Off**

(This policy does not apply to hourly employees.)

Landry’s provides paid sick leave/personal time off benefits to all full-time, salaried employees on a calendar year basis. Employees with less than three months of service that are absent due to illness or a non-work related injury may have their pay adjusted to reflect an unpaid absence.

Paid sick leave/personal time off can be used in minimum increments of one-half day. Unused benefits will not be carried over from one calendar year to another or paid to you while employed or upon termination, unless required by federal or state laws. When required by law, terminated employees entitled to such payment will only be paid for those unused benefits earned between January 1st and your termination date.

Sick leave/personal time off benefits are calculated based on your base salary and exclude any special compensation, such as incentives, commissions, or bonuses.
**Sick Leave**

You may use sick leave for an absence due to your own illness or injury, or for the medical care of an immediate family member defined as your spouse, child, parent, grandparent, or other dependent relative residing in your household.

On the first of the month following your initial 3 months of service, you will be eligible for 1 sick day for each full calendar quarter remaining in the year, up to a maximum of 3 days of sick leave. Thereafter, on January 1st of each year, all active, full-time, salaried employees with at least 3 months of service will be eligible to use 3 days of sick leave at any time during the calendar year.

If you are unable to report to work due to illness or injury, you must notify your manager before the start of your next workday, or as soon as possible. Your manager must also be contacted on each additional day of absence. If requested by your manager, a physician’s statement must be provided to verify your medical condition and length of illness or injury. Such verification may also be required for other sick leave absences and may be a condition for receiving sick leave benefits. Sick leave benefits are intended solely to provide income protection in the event of illness or injury, contagious condition, pregnancy, childbirth, or pregnancy related conditions and may not be used for any other absence. Employees may not misuse, abuse or fraudulently use sick leave. Failure to follow the foregoing procedures may be treated as an unexcused absence.

**Personal Time Off**

Personal time off is designed to give employees time needed away from their everyday work schedule for their family and home life. On the first of the month following your initial 3 months of service, you will be eligible for one-half day of personal time off for each full calendar quarter remaining in the year, up to a maximum of 2 days of personal time off. Thereafter, on January 1st of each year, all active, full-time, salaried employees with at least 3 months of service will be eligible to use 2 days of personal time off any time during the calendar year. We realize that family emergencies may arise from time to time, and request that you pre-schedule all personal time off, when possible, to avoid staffing issues. If personal time off is used as sick leave, all policies and procedures governing sick leave benefits will apply.
**San Luis Resort Spa & Conference Center**  
*(Hilton Galveston Island Resort, Holiday Inn Resort – Galveston and IHOP Restaurant - Galveston)*

**Vacation**

Full-time hourly and salaried employees earn paid vacation time according to the following schedule:

- After 1 year of continuous service: 5 days
- After 2 years of continuous service: 10 days
- After 5 years of continuous service: 15 days

Employees are eligible for earned vacation at the completion of each anniversary year on their date of hire. Vacation will not be carried over from one year to another. Vacation may be used in minimum increments of one-half day. Vacation is not earned until taken and is not accrued, unless specifically required by law. Unused vacation may not be paid upon termination of employment, unless required by federal or state laws.

Your vacation request must be submitted to your manager at least 30 days in advance, or as far in advance as possible. You may not take more than five consecutive days of vacation per vacation request.

Hourly employees’ vacation wages will be based upon the average of their weekly hours for the 16 weeks prior to their vacation time, not to exceed 40 hours per week. Hourly employees must average a minimum of 35 hours per week in order to qualify for vacation wages. These wages will be paid at your regular hourly rate. Salaried employees will be paid vacation wages based on their base salary excluding any special compensation, such as incentives, commissions, or bonuses.

**Personal Time Off**

The Company provides 6 paid personal time off days to all hourly and salaried employees who have completed the Company’s introductory period at the completion of each anniversary year on their date of hire. Employees with less than three months of service who are absent due to illness or a non-work related injury may have their pay adjusted to reflect an unpaid absence. Your personal time off request must be submitted to your manager at least 30 days in advance, or as far in advance as possible. You must use your personal time off days(s) within your anniversary year.

Paid personal time off can be used in minimum increments of one-half day. Unused benefits will not be carried over from one year to another or paid to you while employed or upon termination, unless required by federal or state laws. Personal time off benefits are calculated based on your base salary and exclude any special compensation, such as incentives, commissions, or bonuses.
Termination of Employment

Before leaving your job with the Company, you must complete the following steps:

- Return your uniform to the Human Resources Office.
- Return all Company property (cell phones, pagers, name badge, parking tag, keys, etc.) to the Human Resources Office.
- If you are discharged, you can pick up your final paycheck from Human Resources within 6 days of termination. If you voluntarily resign, your final paycheck will be paid on a paycard or mailed to your home address on the next regularly scheduled pay date, along with an Exit Interview for you to complete and return to Human Resources.