

**MASTER AGREEMENT** (Rev. Dec. 2023)

<b>AGREEMENT</b> <b>MA-SF2025-02</b>
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1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Everytable PBC, DBA Everytable**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).
2. This Agreement is effective as of **October 1, 2025** (“Effective Date”) and expires on **September 30, 2027** (“Expiration Date”). Option Term: N/A
3. The title of this Agreement is: On-Site Catering San Francisco, pursuant to RFP No. LSS-2025-09-DM.

*The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Services

Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

Appendix E – Participating Addendum

Appendix F – Unruh Civil Rights Act and FEHA Certification

Attachment 1 – Acceptance and Signoff Form

Attachment 2 – Catering Menu Order Form

Attachment 3 – Everytable Menu

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>JUDICIAL COUNCIL OF CALIFORNIA</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)  <b>EVERYTABLE PBC, DBA EVERYTABLE</b>
BY (Authorized Signature)  Signed by:  24FBD5FFA7534B1...	BY (Authorized Signature)  DocuSigned by:  3DA2465EFB8940B...
PRINTED NAME AND TITLE OF PERSON SIGNING  <b>Semyrra Hines, Supervisor, Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING  <b>Sam Polk, Founder and CEO</b>
DATE EXECUTED  10/1/2025	DATE EXECUTED  10/1/2025
ADDRESS  <b>Attn: Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688</b>	ADDRESS  <b>Attn: Sam Polk 18901 Railroad St City of Industry, CA 91748</b>

## APPENDIX A

### Services

#### 1. Background, Purpose, and Ordering.

- 1.1 The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
- 1.2 As an internal services organization, the Conference Center & Reception Services Unit (located within the office of Conference & Print Production) is tasked with placing catering orders in conjunction with meetings taking place in the conference rooms that are located within the **Ronald M. George State Office Complex at 455 Golden Gate Avenue, San Francisco**, and orchestrating the logistical needs of meetings, conferences, trainings, etc. taking place on-site. **Occasionally a Judicial Council catering order will be required for delivery to another location within San Francisco.**
- 1.3 This Agreement sets forth the terms and conditions that apply to Contractor’s provision of Work to the Judicial Council and Participating JBEs. “Work” shall mean the Services and Deliverables as further described in **Sections 2** below. This Agreement does not obligate the Judicial Council or a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.4 The Establishing JBE, and other Participating JBEs, which include but not limited to the **Supreme Court of California, the First District Court of Appeal and the Commission on Judicial Performance** shall have the right to place orders under this Agreement for any of the Work. A Participating Entity may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as **Appendix E** to this Agreement (“Participating Addendum”). **For the Establishing JBE, no additional Participating Addendum is necessary.** Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a Participating Entity, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each Participating Entity in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.5 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the

expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.

- 1.6 The Establishing JBE, or Under a Participating Addendum, a Participating JBE may at its option place order for the Services using the **Catering Menu Order Form (Attachment 2)**, subject to the following: such Catering Menu Order Form is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Catering Menu Order Form that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such Catering Menu Order Form.
- 1.7 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.8 This Agreement is a nonexclusive agreement. The Judicial council and each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by the Judicial Council or a JBE to provide the Work.
- 1.9 The Judicial Council does not guarantee that the Contractor will receive a specific volume of work, a specific total amount, or a specific order value under this master agreement for these services. **Additionally, there will be no limit on the number of orders the Judicial Council may issue under this Master Agreement, nor will there be any specific limitation on the quantity, and maximum value of individual orders.**

## 2. Services.

**Description of Services.** As ordered by the Judicial Council and each JBE under a Participating Addendum, Contractor shall perform the following services ("Services") for the JBEs: Prepare, deliver, set-up and tear-down catered meals, in a professional manner with the utmost attention to detail.

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Meetings are catered within the **Ronald M. George State Office Complex at 455 Golden Gate Avenue, San Francisco**, on an average ranging from **0-3** catering orders per week, which amounts to some weeks having no orders, alternated by weeks with multiple orders and with the occasional week of **7** or more catering orders. One catering order is meals served for one day's meeting. One catering order may contain just coffee, or breakfast and lunch. Peak numbers of meals served is Tuesday through Friday. The meals served most often are either some variation of a continental breakfast and/or a morning coffee service, and lunch. The average breakfast per catering order covers **20-30 people** and the average lunch per catering order covers **30-40 people**. **Receptions and/or dinners are served approximately once per year.**

## **2.1 Scope of Services**

The Contractor shall provide the JBE with the following work:

### **2.1.1. Order Placement Process**

- 2.1.1.1 Catering orders may be placed Monday through Friday until **3:00 PM**, at least one day prior to the event.
- 2.1.1.2 Menu selection changes may be made to a previously placed order up to **24 hours** in advance of the event time/date.
- 2.1.1.3 Change in the number of meals (increase or decrease) specified in an order may be made by **3:00 PM** on the business day preceding the scheduled delivery without penalty.
- 2.1.1.4 Full cancellation of orders previously placed may be made up to one (1) business day in advance of event time/date, without charge.
- 2.1.1.5 Orders should be placed by the JBEs to Contractor Contact person via email using the Catering Menu Order Form (**Attachment 2**) which can be customized by each JBE based on their service needs. Each JBE and in the case of the Judicial Council, is responsible for submission of their own Catering Menu Order form to place orders. The JBE's authorized personnel will work with the Contractor on each order.
- 2.1.1.6 Upon receipt of a Catering Menu Order Form, the Contractor shall email a sales order to be confirmed by the JBEs' authorized user before the order is considered authorized.
- 2.1.1.7 **The authorized Judicial Council personnel that may place catering orders are:**

David Glass: [David.Glass@jud.ca.gov](mailto:David.Glass@jud.ca.gov)

John Rittweger: [john.rittweger@jud.ca.gov](mailto:john.rittweger@jud.ca.gov)

### **2.1.2. Delivery, Set-up and Pick-up**

- 2.1.2.1 All catering services meals will be prepped by the Contractor in the Ronald M. George State Office Complex at 455 Golden Gate Avenue, San Francisco. All orders are to be delivered and set-up by the specified "Delivery Time" on the Catering Menu Order Form provided by the authorized user. The delivery schedule is:

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- Breakfast is before 8:30 am
- Coffee only before 10:00 am
- Lunches around 11:30 am
- Dinner is very rare, and around 5:00 PM

**2.1.2.2 Any orders delivered late by 30 minutes or more will be at no charge to the JBE.**

2.1.2.3 If the Contractor anticipates a late delivery, they will immediately call the JBE's authorized representative with an estimated time of arrival.

2.1.2.4 Prior to room set-up, the Contractor will always check in at the reception desk upon arrival at the JBE location, to receive any last-minute information or instructions (i.e., room changes).

2.1.2.5 All catering equipment (serving utensils, etc.) must be cleared from the building no earlier than 3:30 PM and no later than 6:00 PM on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place).

2.1.2.6 All meals must be delivered fully prepared and ready to serve (there are no onsite kitchen facilities).

### **2.1.3. Presentation**

2.1.3.1 The display of catered items will be placed on JBE provided tables and must include at a minimum all the following items:

- 2.1.3.1.1 Carafes are used for orange juice service
- 2.1.3.1.2 Linen tablecloths are used on buffet surfaces
- 2.1.3.1.3 Professionally printed food labels are used on buffets for indication of coffee type, and vegetarian and gluten-free selections.

### **2.1.4. Inventory**

2.1.4.1 The Contractor shall keep an inventory of a minimum of the following in a supply closet at the Judicial Council:

- 2.1.4.1.1 100 paper plates, 100 sets of eating utensils (plastic forks, knives, spoons, and paper napkins, etc.)
- 2.1.4.1.2 Supply of seasonings, teas, sweeteners.
- 2.1.4.1.3 Contractor shall be responsible for monitoring and replenishing inventory as necessary

### **2.1.5. Problem Resolution**

2.1.5.1 The JBE requires direct access to a management representative with the Contractor, in order to gain immediate and accurate information and problem resolution.

2.1.5.2 The Contractor will ensure prompt problem resolution, with appropriate and concise follow-up to the JBE's Project Manager within 7 business days of receiving the JBE's request for problem resolution.

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**2.1.6. Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form (**Attachment 1**) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

- **Timeliness:** Timely delivery of the catering as requested on the Catering Menu Order Form. Any Orders delivered late by 30 minutes or more will be at no charge to the JBE.
- **Satisfactory:** Edibility of the food or drink: the catering is delivered as measured against commonly accepted standards.

**2.1.7. Project Managers.** Each JBE may designate a project manager. The Establishing JBE's project manager is: **David Glass**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Mario Garcia**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

**2.1.8. Service Warranties.** Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

**2.1.9. Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

**2.1.10. Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

**2.1.11. Stop Work Orders.**

**A.** Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed,

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the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

**B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

**C.** The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 3. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1**  
**ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor:

\_\_\_\_\_

**Date submitted to the JBE:**\_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time: ☐ yes    ☐ no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Complete: ☐ yes    ☐ no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate: ☐ yes    ☐ no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

☐ Poor    ☐ Fair    ☐ Good    ☐ Very Good    ☐ Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

☐ The Services or Deliverables listed above are accepted.

☐ The Services or Deliverables listed above are rejected.

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

Title:\_\_\_\_\_

Name of JBE:\_\_\_\_\_

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

**END OF ATTACHMENT**



## APPENDIX B

### Payment Provisions

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
- 2. Compensation for Services.**
  - 2.1 Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

Continental Breakfast options: Continental spread set-up and catered	<b>\$10.00 per person</b>
Hot Breakfast Entrees options: Choose from any breakfast item on Everytable's menu	<b>\$9.00</b>
Coffee Service: Drip Coffee in serving containers (Gourmet Espresso drinks are also available, at same cost as in the on-site Ronald M. George State Office Complex cafeteria.)	<b>\$3.50 per person</b>
Lunch Sandwich or Salad options:	<b>\$12.00</b>
Lunch Hot Entrée options:	<b>\$12.00</b>
Hot Dinner options: Meals delivered after 3pm in the afternoon	<b>\$16.00</b>

- 2.2 Set-up:** The above pricing includes preparation, set-up and tear down of catered meals, use of linen tablecloths, service charge and sales tax.

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**2.3 Delivery fees & Ancillary costs:** No charges for delivery fees. The above pricing in Section 2.1 includes delivery and set-up. Meals include standard flatware, and the serving dish.

**2.4 Minimum order requirement:** No minimum order requirement

#### **LOWER COST OPTIONS** (Optional service)

As an **Optional** service/benefit, and if desired, Everytable can provide catering services at the same cost as our on-site Ronald M. George State Office Complex cafeteria menu when the request is for a simple delivery with no additional set-up, linens, or service requirements. For standing weekly orders, we will extend further value by offering a **10% discount from Contractor' standard cafeteria retail pricing**.

**Example:** if the JBE establishes a recurring order for the same breakfast items every Monday, Wednesday, and Friday—without the need for modifications—**this 10% discount will automatically be applied**, ensuring consistent quality, convenience, and cost savings.

**2.5 Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

**2.6 No Advance Payment.** The JBEs will not make any advance payments.

**3. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.

**3.1 Allowable Expenses.** *N/A*

#### **4. Invoicing and Payment**

**4.1 Invoicing.** Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

4.1.1 On weeks in which there's an order, all invoices must be emailed to the JBE's Project Manager on no less than a weekly basis in arrears.

4.1.2 Each invoice must have its own specific invoice number for tracking purposes.

4.1.3 Each invoice must include the following information:

- Cost per meal, inclusive of preparation, set-up, tear-down of catered meals and use of linen tablecloth and service charge
- Ancillary cost such as flatware and paper products
- Delivery charge, if any
- Number of meals served
- Date of Service
- Name of meeting
- Room name
- Sales tax

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- 4.1.4 For multiple-day events within the same week, a single Master Invoice with a single unique invoice number may be utilized to cover the range of the event's orders.
  - 4.1.5 Any questions or concerns regarding payment of bills should be directed to the JBE's Project Manager.
  - 4.1.6 Contractor must provide the JBE with a monthly statement listing all outstanding (unpaid) invoices.
  - 4.1.7. Any orders delivered late by 30 minutes or more will be at no charge to the JBE.
- 4.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations. The Judicial Council standard business payment term is **Net 60** after receipt of correct invoice. **The Judicial Council is unable to pay any late fees or interest payments on invoices past due.**
- 4.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 5. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

#### 2. Contractor Certification Clauses. Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090

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et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.
- 2.7 Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### **3. Insurance.**

#### **3.1 General Requirements.**

A. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

B. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

D. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will

maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

F. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the Judicial Branch Entities (including the Establishing JBE and the Participating Entities); and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

G. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

H. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.

I. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California  
Contracts, Branch Accounting and Procurement  
Attn: Certificate of Insurance, Contract Number **MA-SF2025-02**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94012

The Certificates of Insurance may also be emailed to:  
Contracts@jud.ca.gov

J. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates

and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

K. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

L. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

M. Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.

N. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE.

O. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, the JBE, and the Judicial Branch Entities.

### 3.2 **Individual Policy Requirements**

#### A. **Commercial General Liability**

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

#### B. **Commercial Automobile Liability**

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection



with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

### C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

### 3.3 **Umbrella Policies**

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

**4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

**5. Option Term.** N/A

**6. Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2

below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## **7. Termination**

- 7.1 Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately “for cause” (and a JBE may terminate a Participating Addendum, in whole or in part, immediately “for cause”): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 Termination for Changes in Budget or Law.** Each JBE’s payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor’s Work (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor’s performance under this Agreement (or a JBE determines that Contractor’s performance under a Participating Addendum) has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies.**
- A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities

immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.

- B. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.
- D. *Participating Addenda.* The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

- 7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

- 8. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
- 9. Notices.** Notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the Establishing JBE:</b>
<b><u>Mario Garcia, Project Manager</u></b> 18901 Railroad St City of Industry, CA 91748  <u>With a copy to:</u> <a href="mailto:mariogarcia@everytable.com">mariogarcia@everytable.com</a>	<b><u>David Glass, Administrative Support Supervisor</u></b> 455 Golden Gate Avenue San Francisco, CA 94102-3688  <u>With a copy to:</u> <a href="mailto:David.Glass@jud.ca.gov">David.Glass@jud.ca.gov</a>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- 10. Provisions Applicable to Certain Agreements.** The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

**10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support

obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

**10.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

**10.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**10.8 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating

Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

**10.9 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**10.10 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

## **11. Miscellaneous Provisions.**

**11.1 Independent Contractor.** Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between

Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

**11.2 GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

**11.3 Audit.** Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

**11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

**11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential

Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.



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**11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**11.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

**11.14 Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.

**11.15 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX D

### Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs’ satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** means the contract amount of any Participating Addendum.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

**“Establishing JBE”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Goods”** is defined in Appendix A.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“JBEs”** and **“JBE”** are defined on the Coversheet.

**“Judicial Branch Entity”** or **“Judicial Branch Entities”** means the Establishing JBE and any other California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

Judicial Council of California Agreement Number MA-SF2025-02 with Everytable PBC, DBA Everytable

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

**“Participating Addendum”** is defined in Appendix A.

**“Participating Entities”** and **“Participating Entity”** are defined on the Coversheet.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

**“Work”** is defined in Appendix A.

## APPENDIX E

### Participating Addendum

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the \_\_\_\_\_ [add full name of the JBE] (“JBE”) and **Everytable PBC, DBA Everytable** (“Contractor”) pursuant to the Master Agreement # **MA-SF2025-02** (“Master Agreement”) dated **October 1, 2025** between the **Judicial Council of California** (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any work authorization request pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may at its option place orders for the Services using the **Catering Menu Order Form (Attachment 2)**, subject to the following: such Catering Menu Order Form is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Catering Menu Order Form that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such work Catering Menu Order Form.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participating Addendum shall be from the Effective Date until: [\_\_\_\_\_ month/day/year – may not exceed the term of the Master Agreement].

- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:
- Onsite Catering Services within the Ronald M. George State Office Complex at 455 Golden Gate Avenue, San Francisco and occasional delivery to another location within San Francisco.

- (8) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>Sam Polk, Founder and CEO</u> <u>18901 Railroad St</u> <u>City of Industry, CA 91748</u>  <u>With a copy to:</u> <a href="mailto:sam@everytable.com">sam@everytable.com</a>	<u>[name, title, address]</u>  <u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- (9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

**[JBE]**

**Everytable PBC, DBA  
Everytable**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

## APPENDIX F

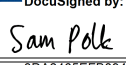
### **UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

#### **CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of \$100,000 or more.

<i>Contractor Name (Printed)</i> Everytable, PBC	<i>Federal ID Number</i> 47-5369929
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <i>By (Authorized Signature)</i>   </div> <div style="flex: 0.5; font-size: 0.8em; padding-left: 5px;">                         DocuSigned by:                          3DA2465EFB8940B...                     </div> </div>	
<i>Printed Name and Title of Person Signing</i> Sam Polk, CEO	
<i>Date Executed</i> 10/9/2025	<i>Executed in the County of <u>Los Angeles</u> in the State of <u>California</u></i>



## ATTACHMENT 2

# Judicial Council Catering Menu Order Form

## San Francisco

Please e-mail completed form to [conferencecenter@jud.ca.gov](mailto:conferencecenter@jud.ca.gov)

Please note the following: **A Fi\$Cal PO is required before any catering order may be placed.**

REMINDER: Please review the Finance Policy Business Lodging and Meal Expense Guidelines. While conference center staff will assist you in every aspect of your event's catering, it is your responsibility to acquaint yourself with and adhere to Finance policy before placing this catering order.

Please review the San Francisco On-Site Meeting Guidelines before placing any catering order. Should you have any additional questions or if you have any special dietary needs (e.g., vegetarian), please contact a conference center staff person at 415-865-7840 or via e-mail [conferencecenter@jud.ca.gov](mailto:conferencecenter@jud.ca.gov)

**Fi\$Cal PO #**

Name of meeting: \_\_\_\_\_

Staff coordinator: \_\_\_\_\_ Extension: \_\_\_\_\_

Date of meeting: \_\_\_\_\_ Time of meeting: from: \_\_\_\_\_ to: \_\_\_\_\_

Number of attendees: \_\_\_\_\_ Location of meeting: \_\_\_\_\_

Fill out the item and quantity of your order from the included menu as well as delivery time:

Please note: There is a half-hour delivery window for all orders (e.g., submission of 8:00 a.m. delivery time will result in actual delivery between 8:00 a.m. and 8:30 a.m.) -- All prices are inclusive of all fees and taxes.

**Breakfast:**

(Start time of 8:30am or earlier):

Delivery Time: \_\_\_\_\_

**Coffee Break:**

(No substitutions. Coffee and Tea service only.)

Delivery Time: \_\_\_\_\_

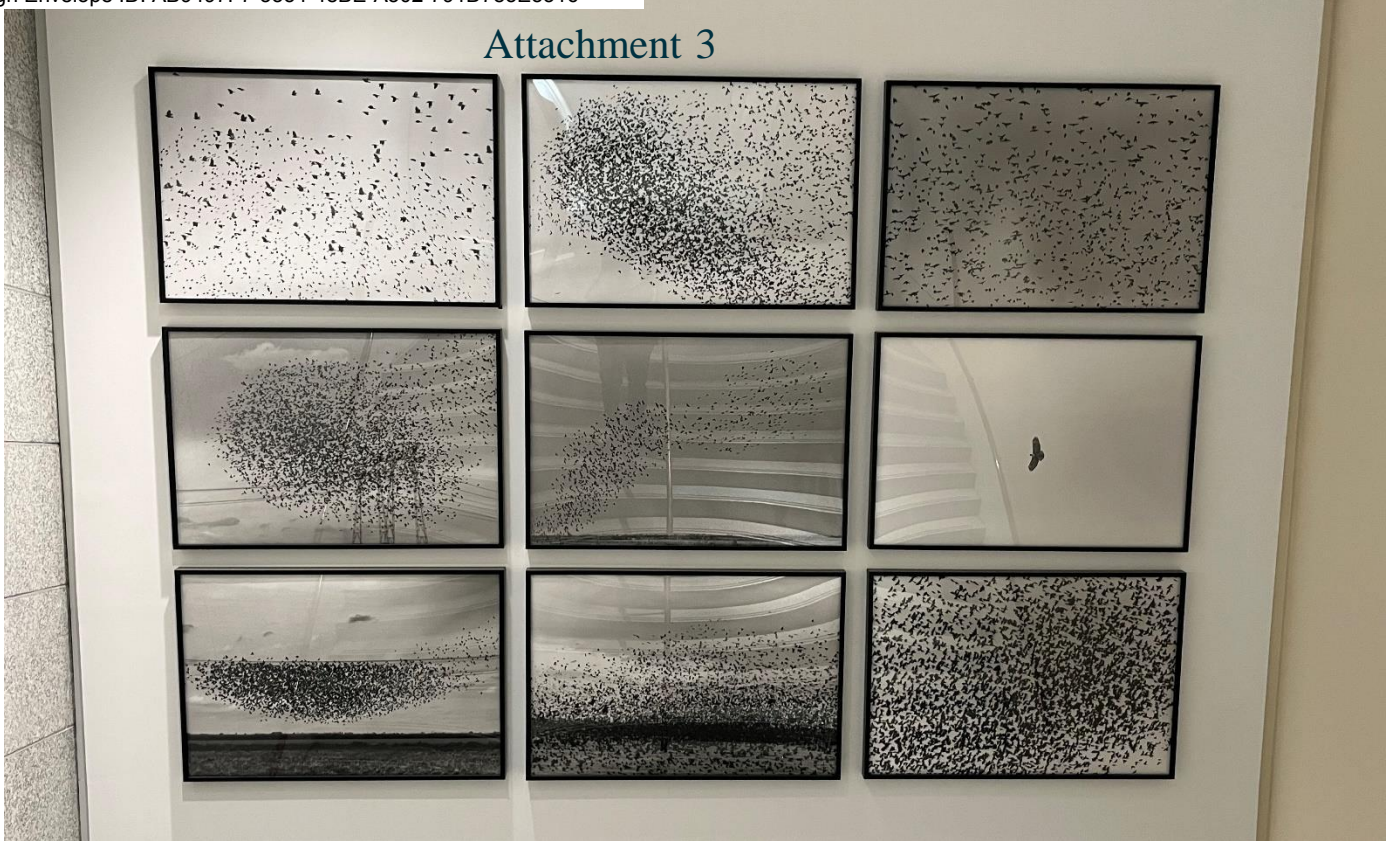
**Lunch:**

Delivery Time: \_\_\_\_\_

Notes: \_\_\_\_\_



### Attachment 3



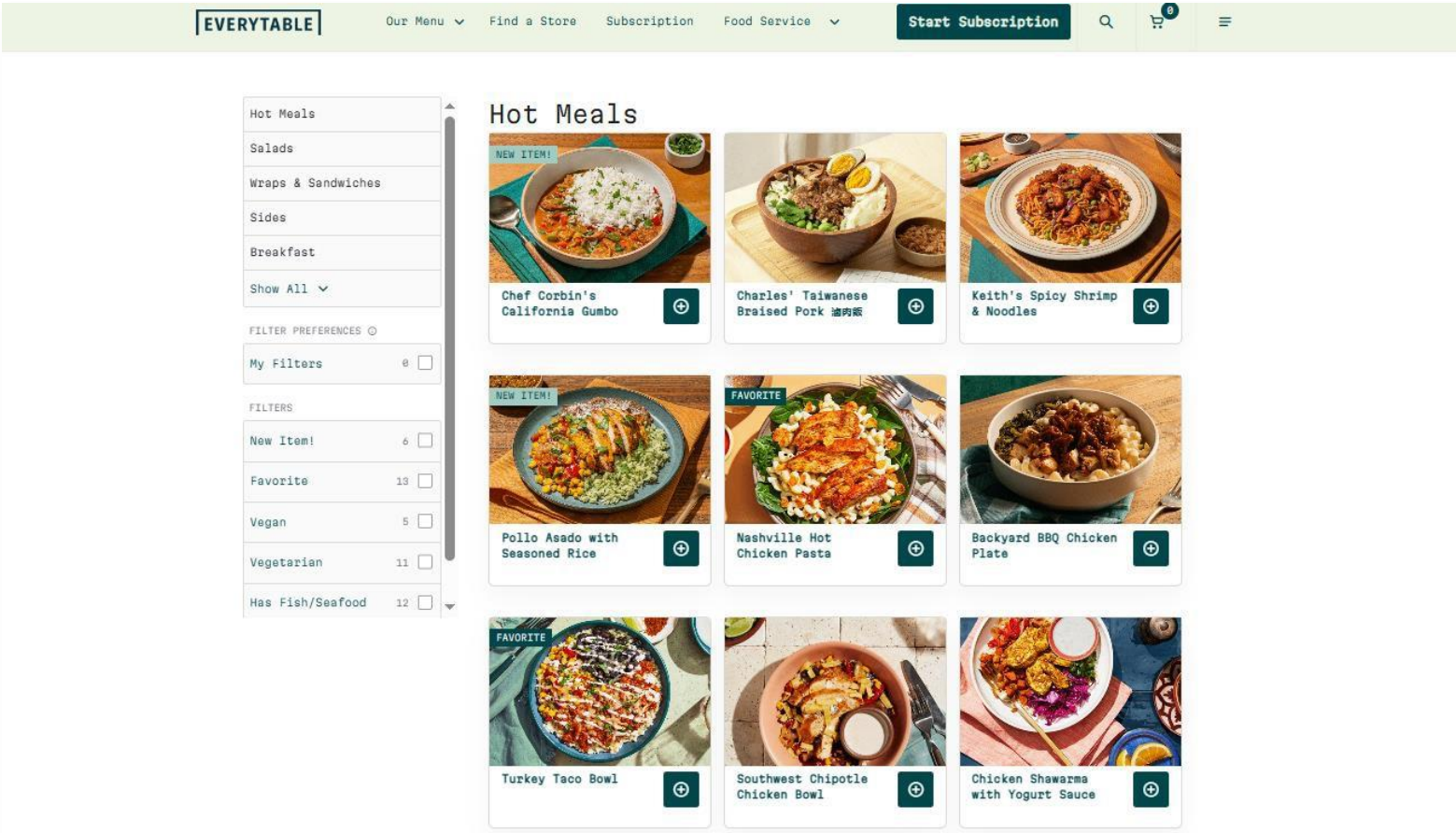
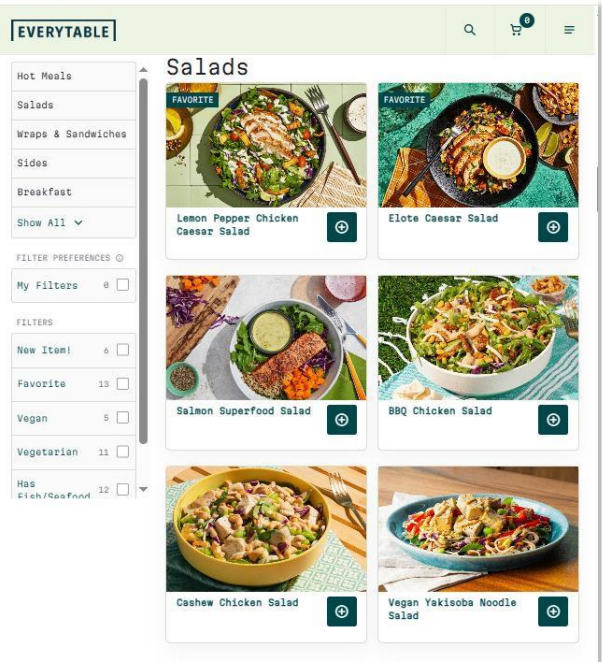
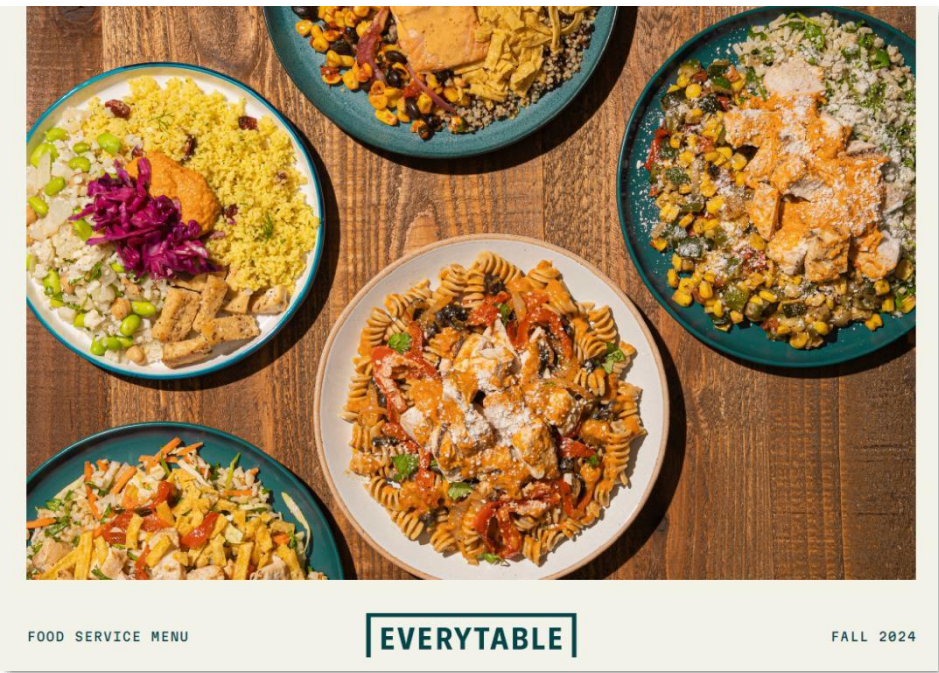
## Menus and Offerings





# OUR MENUS

Below and in the following pages, we have included our menus available to all of our amenity stores. You can also review full menu on our website at: <https://www.everytable.com/Menu>





## EVERYTABLE MEALS

Everytable offers a large and diverse menu designed to fit a wide range of tastes, dietary preferences, and cultural backgrounds. From hearty comfort meals to lighter, health-forward options, our menu is carefully crafted to ensure there's something for everyone. With new items introduced regularly—including seasonal dishes and local chef collaborations—we're always evolving to meet our customers'



**EVERYTABLE**





Hot Plates

Salads

Wraps

Sandwiches

Breakfast

Juices

Snacks



All of our food is made from scratch each morning at our central kitchen using fresh, whole ingredients. We believe in buying from local farms, and launch new meals inspired by the seasons and available harvest.



**CHIMICHURRI CHICKEN WITH CadBOY CAVIAR**

600 cal, 22g protein

Roasted chickm tossed in a bold chimichurri sauce, served over a hearty blend of quinoa and rioo. Paired with cowboy caviar-a vibrant mix of Black Eyed Peas, black beans, chopped peppers, red onions, corn, dash of jalapmo marinated in a tangy vinaigrette-and finished with a side of roasted sweet potatoes.



**G PERICO;S BIRRIA MAC & CHEESE**

950 cal, 47g protein

Birria style braised beef, mac & choose, hot honey sweet potatoes, black beans



**PESTO CHICKEN CAVATAPPI**

950 cal, 53g protein

Chicken breast with pesto aioli, marinara, cavatappi, roasted JJ@pper.s & oinions, mozzarella. spinach



**NASHVILLE HOT CHICKEN PASTAM**

540 cal, 33g protein

Hot Honey glazed chickm, spicy crunchies, goat cheese, peach cider dresing



**CAULIFLOWER ROMESCO**

540 cal, 20g protein

Whole wheat couscous, roasted cauliflower, chickpeas, edamame, Spanish romesco



**THAI RED CURRY WITH VEGGIES Hi**

500 cal, 10g protein

Slow-roasted carrots, chickpeas, fresh broccoli, and brown rice covered in our scratch-cooked Thai curry sauce



**GINGER ORJIJJGE TOFU IJJDD-IA OWL US**

420 cal, 16g protein

Roasted seasoned tofu, broccoli, brown rioo, pickled cabbage, shredded carrots, ginger orange vinaigrette



**CHICKEN SHAWARMA WITH YOGURT SAUCE**

720 cal, 36g protein

Shawarma spiced chickm, roasted chickpeas & carrots, pickled red cabbage, brown rioo, herbed yogurt sauce



**TURKEY TACO BOWL**

710 cal, 25g protein

Seasoned ground turkey, roasted corn salsa, white cheddar, black beans, chipotle lime sauce, fresh cilantro



**SOUTHWEST CHIPOTLE CHICKEN BadL**

670 cal, 16g protein

Southwest chicken, roasted corn salad, black beans, brown rioo, cotija choose, tortilla strips, chipotle lime sauoo



**POLLO ASADO WITH SEASONED RICE**

670 cal, 34g protein

Achiote roasted chickm, seasoned rice, refried beans, calabacitas, salsa roja



**CHEF CORBIN;S CALIFORNIA GUMBO**

640 cal, 34g protein

Seasoned chickm thigh, andouille sausage, cajun trinity, dark roux, white rioo



**KEITH;S SPICY SHRIMP & NOODLES**

590 cal, 46g protein

Spicy blackened shrimp, stir fry veggie blmd, lo mein style sauce, yakisoba noodles



**YUCATAN SALMON**

800 cal, 31g protein

Roasted salmon, quinoa, roasted corn Salsa, Black Beans, plantain, achiote citrus vinaigrette



**SOUTHERN SHRIMP AND GRITS**

580 cal, 37g protein

Our soulful, seasoned shrimp with cheesy grits and sauteed spinach is unforgettable



**LEMON MAPLE SALMON B™L**

740 cal, 31g protein

Roasted Atlantic salmon, brown rioo, broccoli, carrots, edamame, lemon maple sumac vinaigrette



**HOMEGIRL SALMON BadL**

540 calories, 31g protein

Seasoned salmon, cauliflower rioo, chili-lemon chickpeas, spicy pickled onions, Homeboy avocado salsa verde



**CHILI CRISP NOODLES WITH SESAME CHICKEN**

780 cal, 44g protein

Sesame teriyaki chickm, yakisobe noodles, red and green cabooge, fresh carrots, chili crisp saure



**TRAP KITCHEN CURRY CHICKEN**

550 cal, 22g protein

Jamaican style curry chickm, roasted carrots and potatoes, brown rice, baby spinach, curry gravy



**BACKYARD BBQ CHICKEN PLATE**

620 cal, 41g protein

BBQ chickm, mac & choose, sauteed kale and baron



**SCALLION BEEF J™M JASMINE RICE m**

500 cal, 23g protein

This comforting and hearty bowl features flavorful ground beef sauteed with ginger and scallions, with broccoli and jasmine rioo.



**CRAFT BACON CHEESEBURGER MAC m**

680 cal, 37g protein

Cheeseburger crumble, cavatappi pasta, bacon, choose sauoo, tomato & dill pickle relish



\*Please note that our menu rotates seasonally. Everytable also carries an assortment of snacks and beverages, ask us for more information. Our meals are prepared in a central kitchen which handles various common allergens including {wheat} {beans} {soy} {tree nuts} {milk} {eggs} {fish} and shellfish. Due to our centralized kitchen why if the Big 8 allergens may be in the product due to cross-contact therefore we cannot guarantee that meal is allergen-free.

### **CHORIZO SUNRISE SCRAMBLE m**

**620 cal, 379 protein**

Turkey chorizo,  
VitalFarms eggs,  
potato hash, black  
beans, avocado salsa  
verde



### **BLUEBERRY MAPLE YOGURT PARFAIT**

**580 cal,  
249 protein**

Grade A Greek Yogurt layered  
on a sweet blueberry jam  
base, topped with a crunchy  
mix of pepitas, sunflower  
seeds, and quinoa



### **SAUSAGE, EGG, & CHEESE SANDWICH m**

**410 cal, 219 protein**

Whole wheat English muffin,  
chicken sausage patty, egg,  
provolone cheese, chipotle mayo



### **MANANEROS BOWL**

**340 cal,  
139 protein**

Scrambled eggs, roasted sweet  
potatoes, black beans, queso  
fresco, tortilla strips,  
salsa roja



### **MONICA'S BREAKFAST BURRITO**

**610 cal, 319 protein**

Scrambled eggs, salsa roja,  
black beans, cheddar cheese,  
brown rice



### **MORNING GLORY OVERNIGHT OATS**

**630 cal, 169 protein**

Old fashioned rolled oats,  
diced apples, shredded  
carrots, raisins, vanilla



### **BACON, EGG & CHIMICHURRI SANDWICH m**

**410 cal, 139 protein**

Chimichurri aioli, scrambled  
Eggs, Sharp cheddar, Uncured  
Bacon



## **SALADS**

### **HOT HONEY CHICKEN CRUNCH SALAD**

**470 cal, 319 protein**

Roasted chicken with sweet  
and spicy hot honey, served  
over a bed of arugula with  
a crisp carrot cabbage slaw,  
sweet corn, and crumbled  
goat cheese. Finished with  
our signature spiced cider  
vinaigrette dressing.



### **ELOTE CAESAR SALAD**

**500 cal, 329 protein**

Mixed greens, chicken, roasted corn, chili  
pita crisps, Cotija-lime caesar dressing,  
Cotija cheese, cilantro



### **SALMON SUPERFOOD SALAD**

**620 cal, 279 protein**

Roasted salmon, sweet potatoes, arugula,  
red cabbage, quinoa, cilantro-lime dressing



### **TURKEY COBB SALAD**

**730 cal, 349 protein**

Turkey, bacon, cheddar, apple, celery, egg,  
romaine, lemon dill ranch



### **BBQ CHICKEN SALAD**

**570 cal, 359 protein**

Tangy bbq chicken, fresh greens, BBQ  
ranch dressing



### **LEMON PEPPER CHICKEN CAESAR SALAD**

**620 cal, 359 protein**

Lemon pepper chicken, mixed greens, spiced  
pita crisps, parmesan & black pepper dressing



### **VEGAN YAKISOBA NOODLE SALAD**

**540 cal, 279 protein**

Roasted seasoned tofu, brown rice grain Yakisoba  
noodles, edamame soybeans, fresh mixed  
greens, spicy sesame almond dressing



## **SANDWICHES & WRAPS**

### **TURKEY CHIPOTLE BURRITO**

**B70 cal, 329 protein**

Seasoned taco-style turkey, brown rice,  
sharp white cheddar, pickled onions,  
smoky chipotle lime sauce



### **CHIMICHURRI CHICKEN ON CIABATTA**

**680 cal, 349 protein**

Shaved chicken, chimichurri aioli,  
pickled onions, arugula, feta, brown rice,  
brown rice ciabatta



### **CHEESY BEAN BURRITO m**

**640 cal, 229 protein**

Black beans, brown rice, cheddar  
cheese, roasted corn, chili lime crema



### **GARLIC HERB SALMON WRAP**

**750 cal, 349 protein**

Roasted Atlantic salmon, shredded  
potatoes, pickled red onions, arugula,  
garlic herb mayo, brown rice wheat lavash



### **CRANBERRY CHICKEN SALAD SANDWICH**

**790 cal, 479 protein**

Savory chicken and tart cranberries  
mixed with curry mayo then layered with  
fresh baby arugula and crisp shredded  
carrots



### **PESTO CHICKEN ON CIABATTA**

**920 cal, 419 protein**

Shaved chicken, pesto aioli, provolone  
cheese, balsamic peppers and onions,  
garlic herb mayo, brown rice wheat ciabatta



### **HERB ROASTED TURKEY AND PROVOLONE ON SPROUTED MULTIGRAIN**

**700 cal, 409 protein**

Arugula, pickled onions, honey  
mustard spread



@ Heat and eat

\*Please note that our menu rotates seasonally.  
Every table also carries an assortment of snacks  
and beverages, ask us for more information.

Our meals are prepared in a central kitchen which handles  
various common allergens including wheat, peanuts, soy, tree  
nuts, milk, eggs, fish, and shellfish. Due to our centralized  
kitchen, any of the Big 11 allergens may be in the product  
due to cross-contact; therefore, we cannot guarantee that a  
meal is allergen-free.



## HOT HONEY CHICKEN

Per serving  
240 cal, 239 protein

Roasted chicken with sweet and spicy hot honey sauce.



## CILANTRO RICE

Per serving  
210 cal, 39 protein

Fluffy white rice tossed with fresh cilantro and a squeeze of lime for a bright, herby finish.



## CALABACITAS

Per serving  
130 cal, 39 protein

Tender sauteed veggies - a vibrant mix of zucchini, corn, red peppers, and tomatoes-finished with a bold salsa roja.



## SEASONED BLACK BEANS

Per serving  
140 cal, 79 protein

Creamy black beans layered with melted cheddar, onions, and finished with a dash of fresh cilantro.



## MAC & CHEESE

Per serving  
260 cal, 129 protein

Cavatappi pasta folded into a smooth, creamy blend of cheeses and light seasoning finished with a dash of chives, scratch-cooked for the ultimate comfort dish.



## HOT HONEY SWEET POTATOES

Per serving  
180 cal, 29 protein

Tender sweet potatoes with a kick - glazed in hot honey for that sweet-meats-spicy finish.



## POLLO ASADO

Per serving  
230 cal, 249 protein

Savory achiota-roasted chicken, seasoned and fire-roasted to perfection. A flavorful addition to salad or hot meal.



## BIRRIA BEEF

Per serving  
310 cal, 249 protein

Tender, slow-braised beef simmered in a bold blend of spices and a rich, savory sauce - an elevated protein with deep, layered flavor.



## SIDES Serves 1 portion

## LEMON PEPPER CHICKEN

140 cal, 269 protein

Classic roast chicken topped with parsley - enjoy on its own or add to your favorite salad, grain bowl or stir fry.



## ROASTED SALMON

220 cal, 199 protein

Juicy filets of salmon roasted with salt & pepper - enjoy as a main dish or top of a salad or grain bowl.



## DESSERTS AND SNACKS

## PEACH COBBLER

390 cal, 39 protein

Juicy peaches, warm spices under a golden brown crumble topping. A scratch-cooked dessert that feels like home.



## VEGAN LEMON BLUEBERRY COOKIE

340 cal, 49 protein  
A citrusy, berry-filled treat that's both wholesome and satisfying.



## CHOCOLATE CHIP CASHEW COOKIE

380 cal, 69 protein  
Rich bittersweet and milk chocolate chips, creamy cashews, and a hint of coffee extract.



## TAHINI BRCMNIE

430 cal, 89 protein  
A blend of sugarcane juice, creamy tahini, chocolate, and unsweetened cocoa powder.



## FRESH CUT WATERMELON

80 cal, 29 protein  
Cool, crisp watermelon cubes.



## FRESH CUT PINEAPPLE

70 cal, 19 protein  
Tender and juicy cubes of pineapple.



## GRAPES

130 cal, 19 protein  
A fruit cup featuring red grapes.



## CHOCOLATE COVERED ALMONDS

140 cal, 39 protein  
Roasted almonds covered in milk chocolate.

## @ Heat and eat

\*Please note that our menu rotates seasonally. Everytable also carries an assortment of snacks and beverages, ask us for more information.

Our meals are prepared in a central kitchen which handles various common allergens including wheat, peanuts, soy, tree nuts, milk, eggs, fish, and shellfish. Due to our centralized kitchen, any of the major allergens may be in the product due to cross-contact, therefore, we cannot guarantee that a meal is allergen-free.



## MINIMUM ORDER

Because Everytable will be operating directly within the Ronald M. George State Office Building, we are uniquely positioned to fulfill catering requests **without the need for a minimum order requirement**. Our on-site presence allows us to prepare, package, and deliver meals quickly and efficiently, whether for a single individual or a large group, eliminating the logistical challenges and delivery costs typically associated with off-site vendors. This flexibility ensures departments and offices can order exactly what they need, when they need it, without worrying about meeting minimum quantities—maximizing convenience, reducing waste, and providing a tailored service that aligns perfectly with the building's daily operations.



# NO MINIMUM ORDER REQUIREMENT



3305 E. Vernon Avenue, Vernon CA 90058  
(213) 444 - 5524 | [everytable.com](http://everytable.com)

# SPECIAL DIETS & DIETARY RESTRICTIONS

## Inclusive, Customizable Meal Orders for Every Need

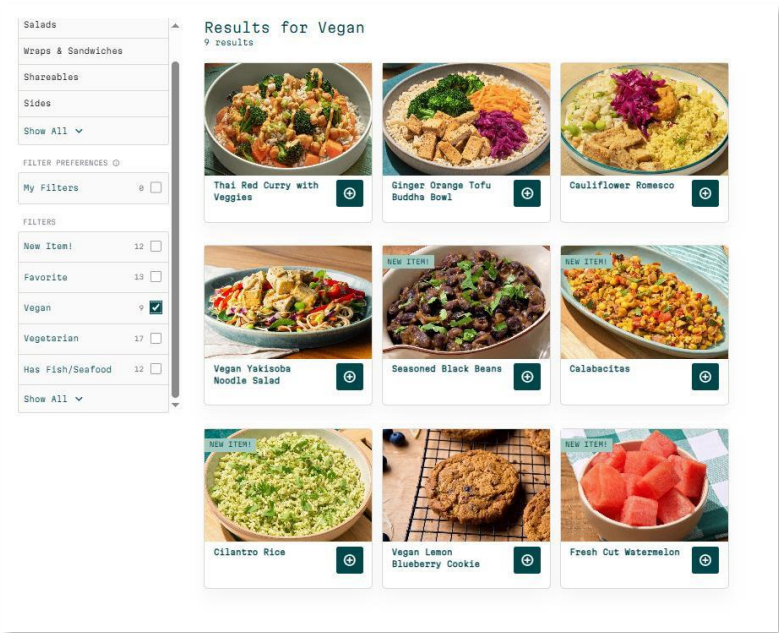
At Everytable, we believe that food is a fundamental right—and that nutritious, high-quality meals should be accessible to everyone, regardless of income, background, or dietary need. Our model is built around equity, health, and flexibility. Whether we’re preparing meals for individual households, corporate offices, school districts, healthcare organizations, or special events, we are committed to offering meal solutions that are inclusive, customizable, and nutritionally sound.

We understand that today’s consumers and clients have increasingly diverse and often complex dietary needs. From cultural preferences to medically necessary restrictions, our team is well-equipped to address these needs with care and precision. Our culinary team collaborates closely with registered dietitians and food service professionals to ensure each meal not only meets flavor and presentation standards, but also adheres to nutritional guidelines and dietary accommodations.

### Diverse and Flexible Menu Options

Everytable’s rotating menu is designed to be inclusive and nutritionally balanced, offering something for everyone. Our offerings include but are not limited to meals that are:

- Vegan and Vegetarian
- Made without Gluten
- Dairy-Free
- Low-Sodium and Low-Sugar
- High-Protein or Balanced-Macronutrient
- Nut-Free and Allergy-Friendly (upon request)



### Special Diet and Nutrition Labeling

Each dish is labeled with full nutritional information and ingredient transparency, making it easy for individuals and clients to select meals that align with specific dietary goals or restrictions. Whether you're seeking meals for a diabetic diet, heart-healthy options, or culturally relevant recipes, our kitchen is ready to deliver.





## Customization and Individualization

One of Everytable’s core strengths is our ability to customize meal orders down to the individual level. We don’t operate under traditional catering limitations that require quantity minimums per dish. For events or group meal programs, a client can order 100 of one dish and just 1 of something specific to accommodate a guest with dietary restrictions—and that’s completely standard for us.

This level of customization allows our clients to offer truly inclusive meal experiences without compromise. Our individual meal packaging ensures dietary separation and accurate labeling, giving peace of mind to both event organizers and meal recipients. We also offer customization based on religious dietary restrictions (such as halal or kosher-style options) and culturally specific dishes when requested in advance.

## Expert-Guided Nutrition

All of our meals are developed with the guidance of registered dietitians and certified nutritionists to ensure nutritional accuracy and alignment with national dietary standards. This is particularly important when we work with healthcare organizations, school systems, and senior-serving institutions, where nutritional compliance is critical. We’re experienced in crafting menus that support:

- Weight management
- Chronic disease prevention
- Youth development and school nutrition
- Senior nutrition guidelines
- Prenatal and postnatal care

## Scalability and Operational Flexibility

Whether your program serves 50 or 5,000 individuals, we have the infrastructure to deliver. Our central kitchens, proprietary logistics network, and scalable meal production systems allow us to meet high-volume demand with the same level of customization and care we give to individual orders. We currently serve communities across Southern California and beyond, through a network of storefronts, subscription plans, institutional meal programs, and event catering. We can accommodate recurring meal programs, one-time events, or long-term partnerships with ease.

