

Date MARCH 2, 2015

Name

John Murray

Address

384 WALLER

SAN FRANCISCO

CA 94117

Offer Letter & Acknowledgment

Acrobat Outsourcing is pleased to offer you a position as: Specialty Cook

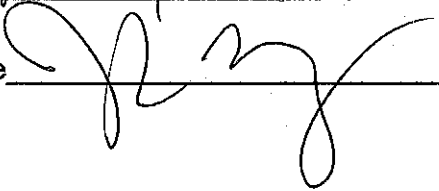
- Position at the rate(s) of \$ 18 per hour starting on 3/2/15.

This offer is contingent upon satisfactory completion of the background check process. By accepting this offer, you also agree to comply with the policies set forth by the company and acknowledge the guidelines that are shared with you at the time of hire.

ACCEPT Job Offer

By signing and dating this letter below, I, John Murray, accept this job offer of Specialty Cook by Acrobat Outsourcing.

Signature



Date

3-2-15

OR

DECLINE Job Offer

By signing and dating this letter below, I, _____, accept this job offer of _____ by Acrobat Outsourcing.

Signature

Date

By accepting a job with Acrobat Outsourcing, you agree that you have done so voluntarily and acknowledge that there is no specified length of employment. Your employment is at will and either Acrobat Outsourcing or you may terminate the relationship with or without cause and with or without notice at any time. Prompt reporting of all work-related injuries and/or illnesses is a requirement of employment and you agree to report such injuries and/or illnesses as required. Acrobat Outsourcing reserves the right to change the hours, wages, and working conditions at any time based on business necessity. Policies are subject to change and revised information may supersede, modify, or eliminate existing policies. Any questions, please feel free to consult with the Human Resources Manager contact Acrobat Outsourcing.

Name: JOHN MURRAY

What is your means of transportation?

 Car Public Transit Occasional Car

Bicycle

Are you interested in carpool?

 Rider Driver X Not Interested

What is your work interest?

X Full Time Part Time Same Day

Please select the uniforms you own:

<u> </u> Black Vest	<u> </u> Business Casual	<u>X</u> Black Chef Pants
<u> </u> Bowtie	<u> </u> Business Professional	<u>X</u> Checkered Chef Pants
<u> </u> Black Bistro	<u>X</u> Chef Knives	<u> </u> Khakis & Polo
<u> </u> White Bistro	<u>X</u> Chef Whites	<u> </u> 1/2 Tuxedo (No Jacket)
		<u> </u> Tuxedo w/ Jacket

Please select the areas in which you have at least 6 mos. professional experience:

<u>X</u> Corporate Kitchen	<u>X</u> Catering/Banquet	<u>X</u> Restaurant/Café	<u>X</u> Warehouse/Utility
<u> </u> DW/Porter/Utility	<u>X</u> Fine Dining	<u> </u> Conventions/Event	<u> </u> Stadium/Arena
<u>X</u> Captain/Manager	<u> </u> Office Help		
<u> </u> Food Demonstrator	<u> </u> Housekeeping		

Please select the areas where you are willing to work:

<u>X</u> SF - City	<u> </u> SJ - Central
<u> </u> SF - East Bay	<u> </u> SJ - East (South of 580)
<u> </u> SF - North	<u> </u> SJ - Outer Area
<u> </u> SF - Outer East Bay	<u> </u> SJ - Peninsula (South of I-92)
<u> </u> SF - Peninsula (North of I-92)	<u> </u> SJ - South

Are you fluent in any other languages? (please list) Any LATIN

Are you familiar with any POS systems? (please list: i.e., ALOHA, MICROS, SQUIRREL)

Yes - Aloha

How did you hear about Acrobat Outsourcing?

- Interwebs

Emergency Contact: (must complete)

Name: Melinda Perez Saldan Phone: 415-465-068 Relationship: Housemate

Unlawful Harassment and Sexual Harassment Policy

Acrobat Outsourcing is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner, age, sexual orientation, gender identity or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful.

Acrobat Outsourcing anti-harassment policy applies to all persons involved in the orientation of Acrobat Outsourcing, and its subsidiaries, and prohibits unlawful harassment by any employee, including supervisors, coworkers and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, swearing or cursing, slurs or unwanted sexual advances, invitations, or comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, e-mails or invitations;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Prolonged staring or leering which might be constructed as sexual or threatening in nature;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return of sexual favors;
- Intimidation, and objectionable conduct directed at another person;
- Stalking, electronic communications harassment, impeding a person's movement, sexual battery or other improper activities as provide for under state criminal law;
- On-line harassment such as e-mail or attachments, materials posted about a person, chat room discussions, and viewing/downloading of on-line pornography, sexual offensive material, or discriminating materials;
- Suggestive or obscene clothing, to include designs and printed matter;
- Suggestive or obscene tattoos and body art, suggestive or obscene piercing; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed, submit a written complaint or speak to any Company supervisor or the Human Resources Department as soon as possible after the incident. Your

complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors will refer all harassment complaints to the Human Resources Department.

Acrobat Outsourcing will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If Acrobat Outsourcing determines the unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Acrobat Outsourcing to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A company representative will advise all parties concerned of the results of the investigation. Acrobat Outsourcing will not be retaliation by you or any witness for filling a complaint and will not tolerate or permit retaliation by management, employees or coworkers.

Acrobat Outsourcing encourages all employees to report any incidents of harassment forbidden by this policy *immediately* so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigates and prosecute complaints of prohibited harassment employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate State or federal agency.

It is imperative, once the investigation is stated that all involved employees including witnesses and the alleged perpetrator completely and honestly assist the investigation. This would include, but not limited to, providing honest and accurate statements, being available for interviews, and assisting in the successful completion of the investigation. Failure to do so on any involved employee's part may be cause for disciplinary action, up to and including termination.

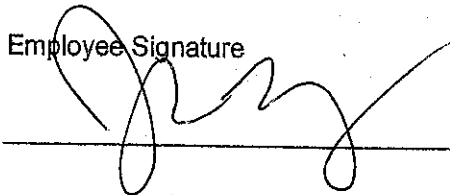
I have read the above policy and understand that Acrobat Outsourcing is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. *All such harassment is unlawful.* Presidio Financial Partners anti-harassment policy applies to all persons involved in the operations of Acrobat Outsourcing, and its subsidiaries, and prohibits unlawful harassment by any other employee, including supervisors and coworkers.

I have read the above policy and understand that Acrobat Outsourcing is committed to providing a work environment that is free of unlawful harassment. Presidio financial Partners anti-harassment policy applies to all persons involved in the operation of Acrobat Outsourcing and prohibits unlawful harassment by any employees.

Employee Signature

Print Name

Date



John Murray

3-2-2015

AUTHORIZATION AND RELEASE TO OBTAIN INFORMATION

As part of our hiring background and investigation, we may obtain consumer reports to prepare an investigative consumer report. The investigative consumer report may consist of contacting all listed prior employers to verify your employment history. It may also include, but not be limited to, credit information reports, criminal history reports and driving history records. Under the provisions of the Fair Credit Reporting Act (15 USC at 1681-1681u) as amended, before we can seek such reports, we must have your written permission to obtain the information. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation. You are also entitled to a copy of your Rights under the Fair Credit Reporting Act.

- ☐ California, Oklahoma, and Minnesota residents only: If you are a current resident of CA, OK, and MN, you have the right to receive a copy of any consumer report pertaining to you that is obtained by us from a consumer reporting agency. If you would like a free copy of any report that is obtained or prepared, please check the box.

Under the provisions of the Fair Credit Reporting Act, 15 USC, Section 1681 et seq., the Americans with Disabilities Act and all applicable federal, state, and local laws, I hereby authorize and permit **Acrobat Outsourcing** to obtain a consumer report and/or an investigative consumer report which may include the following:

1. My employment records;
2. Records concerning any driving, criminal history, credit history, civil record, workers' compensation (post-offer only) and drug testing;
3. (For truck drivers only) In accordance with the Department of Transportation Motor Carrier Safety Regulations, Section 382.413, information concerning alcohol and controlled substances for the past 2 years;
4. Verification of my academic and/or professional credentials; and information and/or copies of documents from any military service records.

I understand that an "investigative consumer report" may include information as to my character, general reputation, personal characteristics, and mode of living which may be obtained by interviews with individuals with whom I am acquainted or who may have knowledge concerning any such items of information.

I agree that a copy of this authorization has the same effect as an original.

I further direct and authorize such third parties who may be the custodians of or who may be in possession of requested records or information to disclose such information or records to **Acrobat Outsourcing** or their representatives and agents, in connection with this authorization and release.

I hereby release and hold harmless any person, firm, or entity that discloses matters in accordance with this authorization, as well as **Acrobat Outsourcing** from liability that might otherwise result from the request for use of and/or disclosure of any or all of the foregoing information.

I understand and acknowledge that under provision of the Fair Credit Reporting Act, I may request a copy of any consumer report from the consumer reporting agency that compiled the report, after I have provided proper identification.

I hereby authorize **Acrobat Outsourcing** to obtain and prepare an investigative consumer report as set forth above, as part of its investigation of my employment application. I voluntarily provide my date of birth in order to obtain, and verify records obtained in, the background check. This authorization shall remain in effect over the course of my employment. Reports may be ordered periodically during the course of my employment.

Full Name

John Murray
(Please print name clearly.)

Date

3.2.2015

Full Name

[Signature]
Signature

****THE INFORMATION SUPPLIED BELOW WILL ONLY BE USED TO REQUEST AND VERIFY RECORDS****

Current Address: _____

Maiden Names/Prior Names: _____

Social Security Number: _____ DOB: _____

DL: _____ DL State: _____ Exp Date: _____

Designation of Personal Physician

I, _____, hereby inform my employer, Acrobat Outsourcing, and its Workers' Compensation carrier, Arch Insurance Group, of my intent to seek treatment from my designated person physician for all Workers' Compensation-related injuries or illnesses.

My designated personal physician for treatment of Workers' Compensation-related claims is:

Name: _____

Practice Group, if any: _____

Address: _____

City/State/Zip: _____

Telephone: _____

This designation remains in effect until I execute and deliver a new designation or revocation in accordance with the policies of my employer and its Workers' Compensation carrier.

Name

Date



NOTICE TO EMPLOYEE

Labor Code section 2810.5

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to each employee at the time of hire in the language the employer normally uses to communicate employment-related information. Exceptions to this requirement are indicated on the next page. This notice is available in other languages at www.dir.ca.gov/DLSE.

EMPLOYEE

Employee Name: John MURPHY Hire Date: 3.2.15

EMPLOYER

Name of Employer: ACROBAT OUTSOURCING

Check all that apply): ☐ Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ General Partnership

☐ Other type of entity: _____

☒ Staffing agency (e.g., temp agency or PEO)

Other Name Employer is doing business as (if applicable): _____

Physical Address of Main Office: 665 THIRD STREET, SUITE 415 SAN FRANCISCO, CA 94107

Employer's Mailing Address: 665 THIRD STREET, SUITE 415 SAN FRANCISCO, CA 94107

Employer's Telephone Number: (415) 431-8826

If the worksite employer uses any other business or entity to hire employees or administer wages or benefits, complete the information above for the worksite employer, complete the information below for the other business, and complete the remaining sections. If there is no other business or co-employer, or if the only other business is a recruiting service or a payroll processing service, skip the rest of this section, and complete the remaining sections.

Name of Other Business: _____ This

other business is a:

☐ Professional Employer Organization (PEO) or Employee Leasing Company or a Temporary Services Agency

☐ Other: _____

Physical Address of Main Office: _____ Mailing

Address: _____

Telephone Number: _____

WAGE INFORMATION

Rate(s) of Pay: _____ Overtime Rate(s) of Pay: _____

Rate by (check box): ☐ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics): _____

Employment agreement is (check box): ☐ Oral ☒ Written

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances): _____

Regular Pay Day: _____ WEEKLY/EVERY FRIDAY

WORKERS' COMPENSATION

Insurance Carrier's Name: _____ ARCH INSURANCE GROUP

Address: _____ 300 Plaza Three, Jersey City, NJ 07311-1107

Telephone Number: _____ 1-800-817-3252

Policy No.: _____

☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

ACKNOWLEDGMENT OF RECEIPT

Tanona Zafar
(PRINT NAME of Employer representative)

[Signature]
(SIGNATURE of Employer representative)

3/2/2015
(Date provided to employee & signed by representative)

John Murray
(PRINT NAME of Employee)

[Signature]
(SIGNATURE of Employee)

3-2-2015
(Date received by employee & signed by employee)

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

This Notice is NOT required if (a) you are directly employed by the state or any political subdivision thereof, (b) you are an employee who is exempt from the payment of overtime wages by statute or wage order, or (c) you are covered by a collective bargaining agreement that expressly provides for wages, hours of work and working conditions, and provides for premium wage rates for all overtime worked.

The full text of Labor Code section 2810.5 may be found at www.leginfo.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

The employee's signature on this notice merely constitutes acknowledgement of receipt. In accordance with an employer's general recordkeeping requirements under the law, it is the employer's obligation to ensure that the employment and wage-related information provided on this notice is accurate and complete. Furthermore, the employee's signature acknowledging receipt of this notice does not constitute a voluntary written agreement as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.

Confidentiality and Non-Disclosure Agreement

I, the undersigned employee, understand that in the course of my employment with Acrobat Outsourcing, I may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of Acrobat Outsourcing, its research and development, or the business of its customers. Such trade secret information includes, but is not limited to, software, inventions, processes, compilations of information, records, specifications and information concerning customers and/or vendors.

I agree that I will not disclose any of the above mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of my employment or at any time thereafter, except as required in the course of my employment with Acrobat Outsourcing.

I also understand that client lists of Acrobat Outsourcing, for which I have, or may have, access to during my employment, are trade secrets and shall be solely the property of Acrobat Outsourcing. I agree that I shall neither directly nor indirectly solicit business as to products or services competitive with those of [Acrobat Outsourcing] based on information from the client lists.

Finally, I understand that I am an at-will employee of Acrobat Outsourcing and that this agreement is not to be construed as constituting a promise of continued employment.

John MURPHY

Name of Employee (Please Print)

Signature of Employee

3-2-15

Date

Name of Witness (Please Print)

Signature of Witness

3/2/2015

Date

ABSENTEEISM AND TARDINESS POLICY

All Acrobat Outsourcing employees are expected to be at their client site prepared to work at the scheduled time. Regardless of the reason, absenteeism and tardiness are subject to disciplinary action.

Absenteeism: is defined as failure to report for work without prior approval of the Acrobat Outsourcing Staffing Supervisor

Tardiness: is defined as arriving late for work or returning late from breaks/meals, or early departure from work.

POLICY

Calling off/Absent

If you are not able to make it to your scheduled shift, ***you are required to give us 24-hour notice for a cancellation.***

Illness

If you are sick, ***you are required to contact your Staffing Manager at Acrobat Outsourcing no less than 3 hours before your scheduled shift.***

NO CALL/NO SHOW

Grounds for automatic termination

DISCIPLINARY ACTION

▪ **First Occurrence:**

- Employee receives verbal counseling from Staffing Manager.

▪ **Second Occurrence**

- Employee will receive a written counseling form and placed on suspension.
Any additional occurrences may result in further disciplinary action.

Employee Signature

Date

3.2.2015

SENSITIVE BUT UNCLASSIFIED**Department of Homeland Security****Report Prepared: 03/02/2015****E-Verify****Page: 1 of 1****Case Verification Number: 2015061135441SS****Case Information:****Employee Information:**

Last Name:	Murray	First Name:	John
Middle Initial:	R	Other Names Used:	
Social Security Number:	*** ** 0782	Date of Birth:	12/18/1969
Citizenship Status:	A citizen of the United States	Email Address:	

Document Information:

List B Document:	Driver's license or ID card issued by a U.S. state or outlying possession	List C Document:	Social Security Card
Document Name:	ID card	Document State:	California
Driver's License or ID Card Number:		Document Expiration Date:	12/18/2016
Alien Number:		I-94 Number:	

Additional Information:

Hire Date:	03/02/2015	Employer Case ID:	
Three-Day Rule Reason:		Three-Day Rule - Other:	
Submitted By:	NALJ2135	Submitted On:	03/02/2015

Initial Case Result:

Case Result:	Employment Authorized
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Employee Referred to SSA:

Referred By:	Referred On:
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Case Result from SSA (after SSA Tentative Nonconfirmation):

Case Result:	Response Date:
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Resubmitted to SSA (after Review and Update Employee Data):

Last Name:	First Name:
Middle Initial:	Other Names Used:
Social Security Number:	Date of Birth:
Resubmitted By:	Resubmitted On:

Case Result from SSA (after Resubmission):

Case Result:

Request Name Review:

Comments:	
Submitted By:	Submitted On:

Case Result from DHS (after DHS Verification in Process):

Case Result:	Response Date:
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Employee Referred to DHS:

Referred By:	Referred On:
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Case Result from DHS (after DHS Tentative Nonconfirmation):

Case Result:	Response Date:
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Photo Matching Results:

Determination:

Employee Referred to DHS (Additional):

Referred By:

Referred On:

Case Result from DHS (after Additional DHS Tentative Nonconfirmation):

Case Result:

Response Date:

Case Closure:

Closure Statement:

The employee continues to work for the employer after receiving an Employment Authorized result.

Closed By:

NALJ2135

Closed On:

03/02/2015

SENSITIVE BUT UNCLASSIFIED

IMAGE RELEASE FORM

I hereby grant Acrobat Outsourcing, its representatives, agents and or employees the right to take photographs of me in connection with my employment with Acrobat Outsourcing for internal use and identification purposes.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

(Signature)

John Murray

(Printed or Typed Name)

384 Waller SF CA 94117

Address

(Date)

3.2.2015

Phone

415.519.5540

City, State, Zip Code

SF CA 94117

New Hire Acknowledgement Form

For Employer

- ☐ Additional Information Sheet
- ☐ Application
- ☐ I-9
- ☐ W-4
- ☐ Offer Letter
- ☐ Background Authorization Release
- ☐ Sexual Harassment Prevention Policy
- ☐ Global Gold Card / Direct Deposit Form
- ☐ Designation of Personal Physician/Emergency Contact Form
- ☐ Confidentiality & Non-Disclosure Agreement
- ☐ Labor Code Section 2810.5

For Employee

- ☐ New Hire Orientation Manual
- ☐ Workers' Compensation Pamphlet
- ☐ Sexual Harassment Pamphlet
- ☐ California Disability Insurance Pamphlet
- ☐ California Paid Family Leave Pamphlet
- ☐ Unemployment (For Your Benefit) Pamphlet
- ☐ Safety & Sanitation Guidelines

Inform

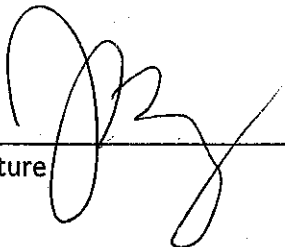
- ☐ State & Federal Poster
- ☐ Minimum Wage Poster
- ☐ Wage Order Poster

All of these items have been explained to me:

Print Name

John Murray

Signature



Date

3.2.15