



Name: Gonzalo Nevarez Jr.

Taborca ID: 42877

Date of Hire: 10/26/17

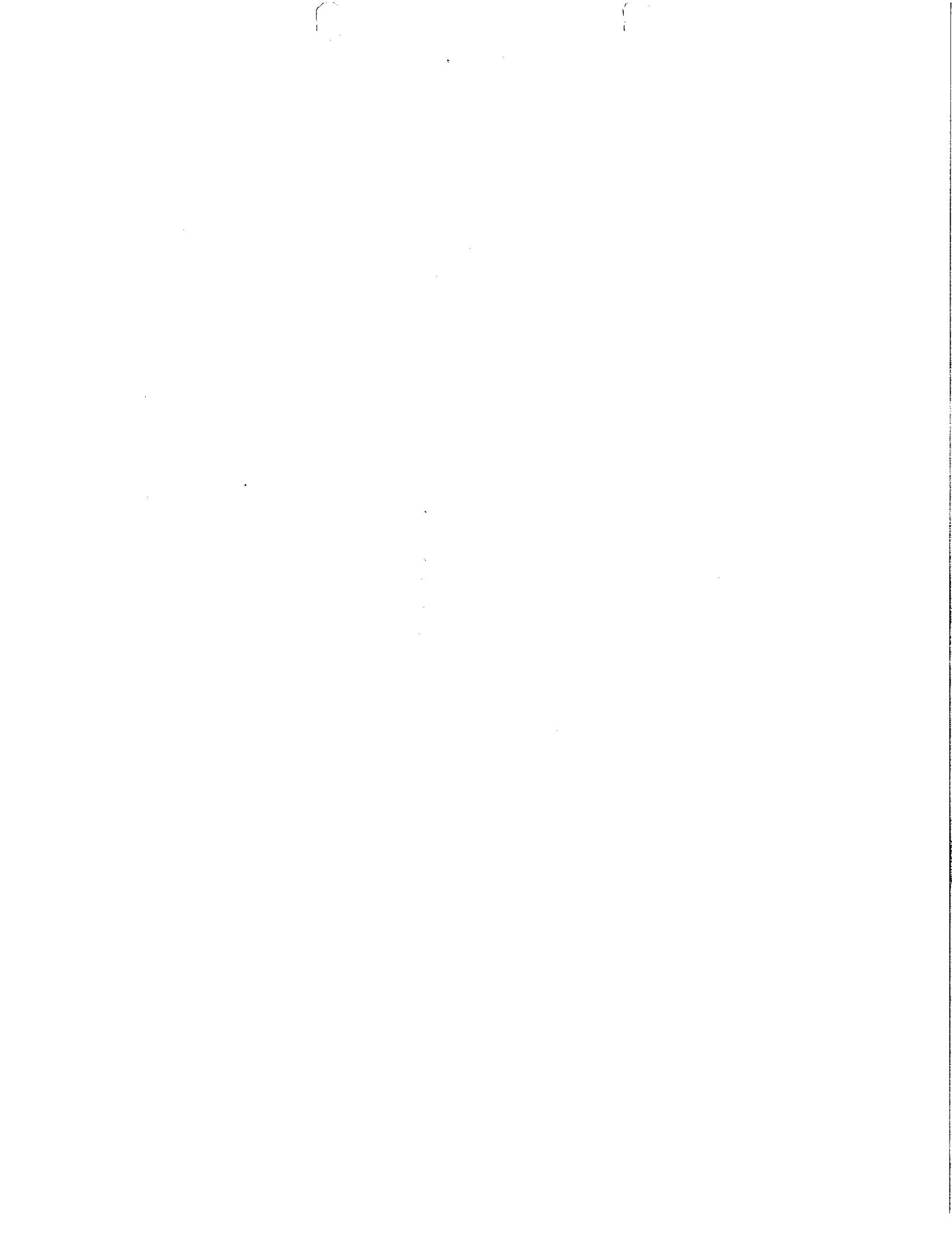
Date of Re-Act:   /  /  

New employee set up

- E-verify
- Hire Right EE
- Hire Right Internal (upload any list A docs)
- Direct Deposit (Scan to Payroll) and/or Global Cash Card – complete the form & have EE sign
- Notice to Employee Completed
- Added to Orientation Time Sheet 207431
- Attended New Hire Orientation
- Background Check (Asurint)
- New Hire List (All fields)
- Check Taborca Profile (All fields)
- Upload Resume and Skills Tests (one doc)
- Upload Food Handler's Card

Re Act employee set up (See Re Act Process for more detail)

- File and I9 pulled (new one created/done in Hire Right if old ones are gone)
- Re Act onboarding if initially hired before 1/1/16
- Check W4
- Check all demographic info and availability
- Check for skills tests, app, FHC, and resume (get new app, new resume if hired more than 1 year ago)
- Complete Notice to Employee with updated pay if necessary
- Verify pay option and take steps to Re Act any old pay options still current
- Run new BGC if more than 1 year since last shift worked
- New orientation/place on time sheet if it's been over a year since last shift
- New Hire List (all fields)
- Delete employee from the INA/TER spreadsheet if they are on it



NOTICE TO EMPLOYEE  
Labor Code section 2810.5

EMPLOYEE

Employee Name: Gonzalo Nevarez  
Start Date: 10.26.17

EMPLOYER

Legal Name of Hiring Employer: S.E Scher

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])?  Yes  No

Other Names Hiring Employer is "doing business as" (if applicable):

Acrobat Outsourcing

Physical Address of Hiring Employer's Main Office:

665 Third St. Suite 415, San Francisco, CA. 94107

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: 415-431-8826

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

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

Physical Address of Main Office: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

WAGE INFORMATION

Rate(s) of Pay: prep/16/Grill/17/line/18/MZ Prep \$10/15x rate Overtime Rate(s) of Pay: \_\_\_\_\_

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

Other (provide specifics): \_\_\_\_\_

Does a written agreement exist providing the rate(s) of pay? (check box)  Yes  No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement?  Yes  No

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

(If the employee has signed the acknowledgment of receipt below, it 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.)

Regular Payday: FRIDAY

## WORKERS' COMPENSATION

Insurance Carrier's Name: Integro USA Inc. dba Integro Insurance Brokers

Address: 1 State Street Plaza, 9th floor, New York, NY. 10004

Telephone Number: 212-295-5440

Policy No.: LDC4042609 AOS

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

## PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
  1. requesting or using accrued sick days;
  2. attempting to exercise the right to use accrued paid sick days;
  3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
  4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: (Check one box)

1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.

2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.

3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.

4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT

(Optional)

Franisco Landa Jr.  
(PRINT NAME of Employer representative)

10/26/17  
(SIGNATURE of Employer Representative)

(Date)

Gonzalo Nevarez Jr.

(PRINT NAME of Employee)

10/26/17  
(SIGNATURE of Employee)

(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

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.

**ServSafe**  
National Restaurant Association

# ServSafe® CERTIFICATION

GONZALO NEVAREZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

5291

EXAM FORM NUMBER

15596535

EXAM NUMBER

9/19/2022

DATE OF EXAMINATION

Local laws apply. Check with your state or local agency for recertification requirements.



#0655

In accordance with Manitoba Labour Code  
©2015 National Restaurant Association  
National Restaurant Association

The ServSafe logo is a trademark of the NRAF.  
The CFP logo is a trademark of the NRAF.



Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.



# Interview Note Sheet

## Applicant Information

Name: <u>Gonzalo Nevarez Jr.</u>	Interviewer: <u>FCQ</u>
Date: <u>10/26/17</u>	Rate of Pay: <u>Prep 16/Grill 17/Line 18/M2 Prep 18</u>
Position (s) Applied for: <u>Prep/line</u>	Referred by: <u>CL</u>

Test Scores						Seeking:
Server	/35	%	Bartender	/35	%	Full-Time
Prep Cook	/15	%	Barista	/15	%	
Grill Cook	/40	%	Cashier	/15	%	
Dishwasher	/10	%	Housekeeping	/16	%	Part-Time

## Relevant Experience & Summary of Strengths

Total of \_\_\_\_\_ in Food Service/Hospitality

Manager @ sweet greens

- manages staff of 25+
- cooks large ~~amounts~~ amounts
- mass prep day to day

P.O.S. Experience: Y / N details: \_\_\_\_\_

## Transportation

Car      Public Transit      Carpool ( Rider / Driver )

## Regions Available to work

SF City	SF North	SF Peninsula	East Bay	Outer East Bay
<u>San Jose</u>	<u>South San Jose</u>	<u>SJ Peninsula</u>		

## Certifications (if any)

TiPS       Serv-Safe      LEAD      Other \_\_\_\_\_ Will Submit

## Availability

Open      AM only      PM only      Weekdays only      Weekends only

Details:

## Uniforms Owned:

Bistro      Black Bistro      Tuxedo      1/2 Tuxedo      Black Vest      Long Black Tie

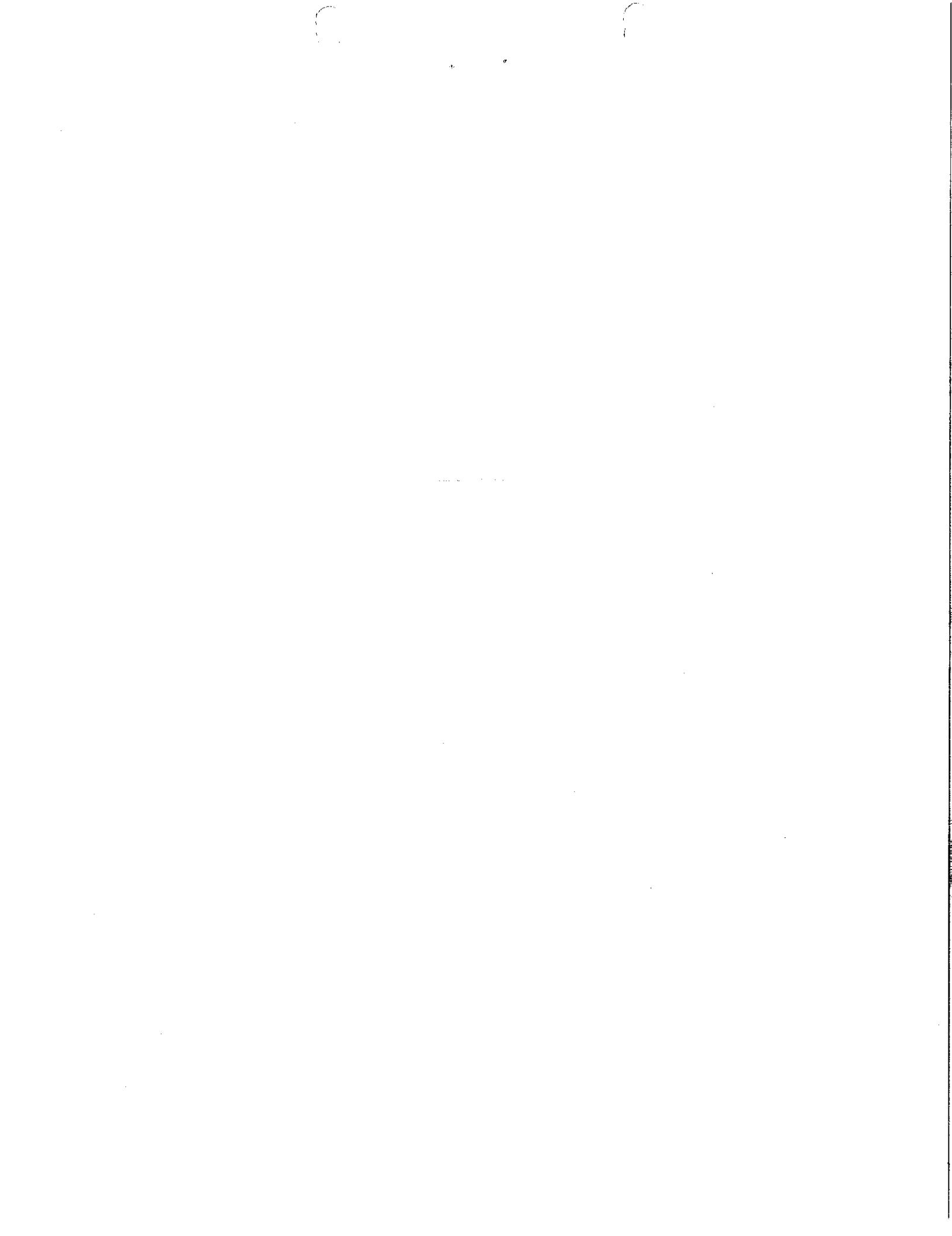
Chef Coat       Chef Pants      Knives      Black Pants       Non-Slip Shoes      Bow Tie      Other: \_\_\_\_\_

Would you recommend this applicant for Acrobat Academy? no

Convention Candidate?

Other Languages Spoken:

Spanish





# Acrobat

OUTSOURCING  
Your Hospitality Staffing Professionals

## EDUCATION & SKILLS

NAME OF SCHOOL	CITY & STATE	GRADE OR DEGREE COMPLETED	DID YOU GRADUATE?
COIL Charter School	Fremont CA	High School Diploma	Yes
Do you have any special licenses, certificates or special training? If so please list under "Special".		YES	NO
Are you computer literate? If so, list software knowledge under "Special."		YES	NO
Are you proficient with Point of Sales Systems? If so please list which ones under "Special."		YES	NO
Do you have any other experience, training, qualifications or special skills, which you feel make you especially suited for work at Acrobat Outsourcing? If so, please list under "Special."		YES	NO
Special: Serv Safe certified, Food handlers card.			

## EMPLOYMENT HISTORY

List below all present and past employment starting with your most recent employer (last 10 years is sufficient). Account for unemployment periods of three months or more.

Are you currently employed? Yes  No  If so, may we contact your current employer? Yes  No

Name and Address of Employer Sweet Green

Type of Business restaurant Telephone No. (408) 548-1111 NA Supervisor's Name Michelle Mancino

Your Position and Duties Assistant Manager; scheduling, inventory, ordering, team development, hiring, training, team members & management

Dates of Employment: From Oct 2014 To Not present Weekly Pay: Starting 20 per hr. Ending

Reason for Leaving:

Name and Address of Employer

Type of Business Telephone No. ( ) Supervisor's Name

Your Position and Duties

Dates of Employment: From To Weekly Pay: Starting Ending

Reason for Leaving:

Name and Address of Employer

Type of Business Telephone No. ( ) Supervisor's Name

Your Position and Duties

Dates of Employment: From To Weekly Pay: Starting Ending

# Acrobat

OUTSOURCING  
Your Hospitality Staffing Professionals

Reason for Leaving: \_\_\_\_\_

Name and Address of Employer \_\_\_\_\_

Type of Business \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

Your Position and Duties \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Weekly Pay: Starting \_\_\_\_\_ Ending \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Have you ever been fired from any previous place of employment? If so, please explain: \_\_\_\_\_

## MILITARY SERVICE

Have you obtained any special skills or abilities as the result of service in the military? Yes        No  X  

If so, describe: \_\_\_\_\_

## WORK RELATED REFERENCE

List below three persons not related to you who have knowledge of your work performance within the last three years.

Name: Carolina Gonzalez Telephone No. (669) 247-8911

Address: NA

Occupation: Team Member Relationship: Employee Number of Years Acquainted: 1

Name: Adriana Silva Telephone No. (510) 283-1474

Address: NA

Occupation: Waitress Relationship: Co-worker Number of Years Acquainted: 3+

Name: Angela Paraciso Telephone No. (510) 552-0090

Address: \_\_\_\_\_

Occupation: Sales Manager Relationship: previous boss Number of Years Acquainted: 2+



Please Read Carefully, Initial Each Paragraph and Sign Below

18 I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material facts on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

19 I hereby authorize Acrobat Outsourcing to thoroughly investigate my references, work record, education and other matters related to my suitability for employment and, further, authorize the references I have listed to disclose to the company any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release the company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

20 I hereby authorize Acrobat Outsourcing and its authorized representatives to solicit information regarding my background, which may include but not be limited to, information about my employment, education, and/or criminal history, which may be in the files of any federal, state, or local criminal justice and law enforcement agency and general public records history.

21 I understand that if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 form in this regard within three days of my hire date.

22 Acrobat Outsourcing is an at-will employer. I understand that nothing contained in the application, or conveyed during any interview, which may be granted or during my employment, if hired, is intended to create an employment contract between me and the company. In addition, I understand and agree that if I am employed, my employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, with or without cause, at the option of either myself or the company, and that no promises or representations contrary to the foregoing are binding on the company unless made in writing and signed by me and the company's designated representative.

I hereby acknowledge that I have read and understand the above statements.

Applicant's Signature

Date

10/26/17

Gonzalo Nevarez Jr

Newark, CA 94560

(510) 283 1080

**OBJECTIVE:**

To obtain a permanent position with a company that holds a high standard for excellence; in food quality, safety, and teamwork.

**EDUCATION:**

- ***High School Diploma, 2008, C.O.I.L. Charter School, Fremont, CA***
- **Maintained a near 4.0 GPA**

**STRENGTHS:**

- Ability to Learn • Ambitious • Hard Worker • Analytical Skills
- Goal Oriented • Organizational Skills • Self Initiative • Strong Leadership
- Managerial Experience • Dependability

**QUALIFICATIONS SUMMARY:**

**Managerial Experience**

**Serv Safe and Food Handlers card- Worked in food/service industry for 3+ years**

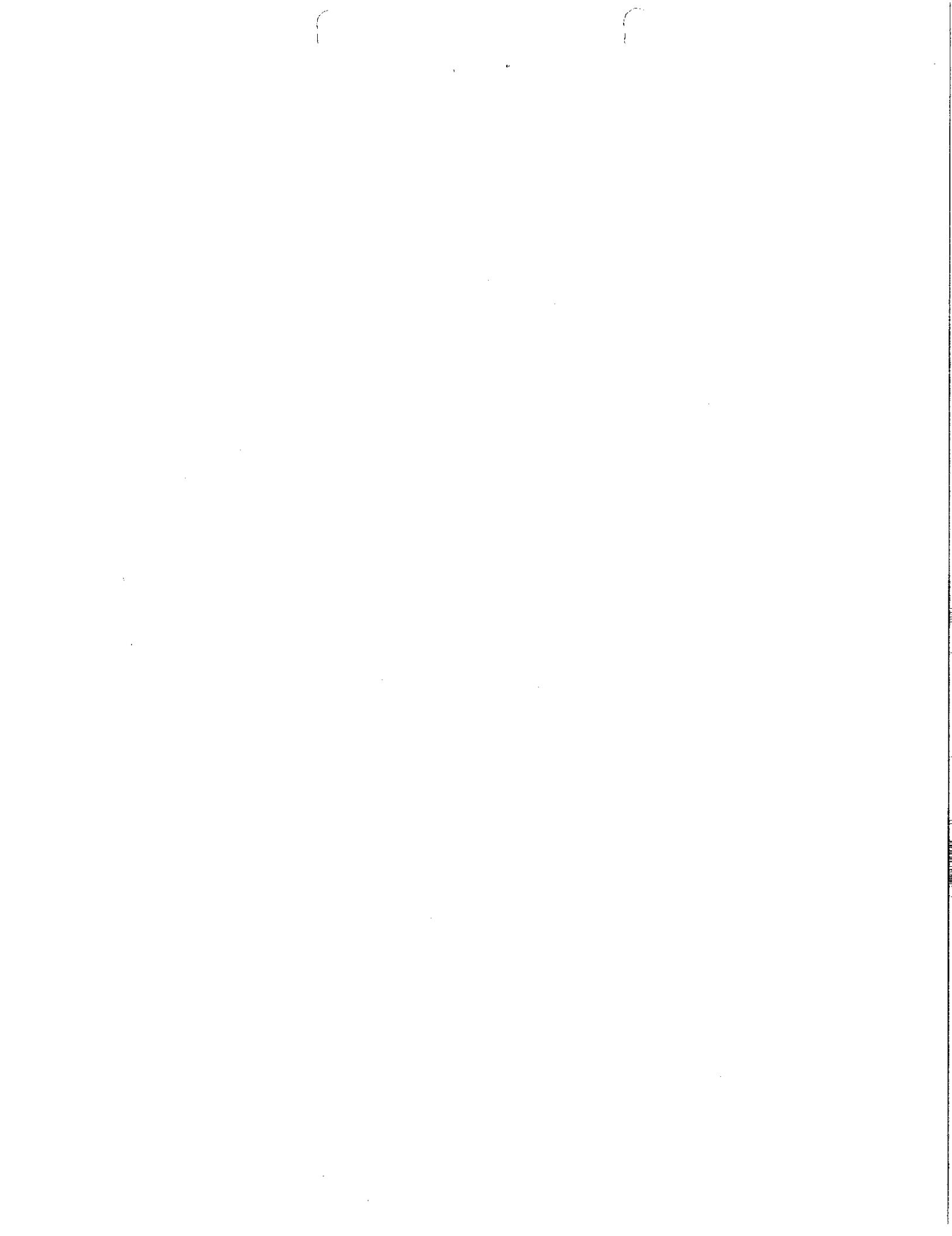
**Very strong/reliable worker, with great will to succeed and excel in whatever task at hand.**

**PROFESSIONAL EXPERIENCE:**

**SweetGreen, Assistant Manager, San Francisco/Palo Alto, CA**

***October 2016 – Present***

- **Manage a team of 35 on a day to day basis; scheduling, inventory, hiring, team building, food safety.**
- **Part of Store Manager training program, trained and helped launch 3 New Store Openings.**
- **Was promoted to Assistant Manager in 7 months, started as Supervisor.**
- **Hold a very high standard for food quality and safety at work at all times while always keeping the team engaged and in good spirit.**



**Ghirardelli Chocolate Co., Supervisor, San Francisco, CA**

**January 2015 - September 2016**

- Supervised a team of 5-10 on a daily basis; scheduling, inventory, cash handling, team building, team member training.
- Food Service/Retail; practiced food safety and adhered to CA and company standards.
- Was promoted in 6 months.

**Sf Specialty, Order Puller/Warehouse, Union City, CA**

**May 2013 -October 2013**

- Pulled orders which consisted of regular and specialty food products for local companies around The Bay Area.
- Wrapped Pallets, used pallet jacks and other various warehouse equipment.
- Loaded up the trucks for delivery product.
- Maintained a clean and safe workplace.



## Prep Cooks Test

Score 15/20

75%

### Multiple Choice (1 point each)

C 1) A gallon is equal to \_\_\_\_\_ounces  
a. 56  
b. 145  
c. 32  
d. 128

C 2) Mesclun are what type of vegetable?  
a. Roots  
b. Beans  
c. Salad Greens  
d. Spices

b 3) What does the term braise mean?  
a. Sear quickly on both sides  
b. Slowly cook in covered pan with little liquid  
c. Cook on high heat and quickly  
d. Slowly cook in simmering water

A 4) At what internal temperature must chicken be cooked so that it is safe to eat?  
a. 155 degrees F  
b. 165 degrees F  
c. 175 degrees F  
d. 185 degrees F

A 5) How do you blanche vegetables?  
a. Immerse for a short time in boiling water  
b. Cook lightly in butter over med heat  
c. Soak in cold water overnight  
d. Rub with salt before cooking

C 6) Which of the following ingredients would you pack before measuring?  
a. Olive Oil  
b. Salt  
c. Brown Sugar  
d. White Sugar

A 7) What is Al Dente?  
a. Firm but not hard  
b. Soft to the touch  
c. Very hard  
d. Very soft

b 8) Food should be left out no more than  
a. 2 hours  
b. 3 hours  
c. 4 hours  
d. 5 hours

**Prep Cooks Test**

C 9) Which is the improper way to thaw frozen food?

- a. In the fridge
- b. In a sink with cold water
- c. On the counter
- d. In the microwave

C 10) Which of the following can you use to put out a grease fire?

- a. Baking Soda
- b. Baking Powder
- c. Flour
- d. Water

b 11) What is the temperature range of the danger zone?

- a. 25-135
- b. 40-140
- c. 50-160
- d. 30-130

b 12) Which of the following is listed from smallest to largest?

- a. Dice, chop, mince
- b. Mince, chop, dice
- c. Chop, dice. Mince
- d. Mince, dice, chop

b 13) Which direction should pan handles be turned while cooking on the stove?

- a. Over the fire at all times
- b. Turned towards you for better control
- c. Turned towards the right or left at all times
- d. Over the countertop at all times

C 14) When you poach something, you cook it with what?

- a. Noodles
- b. Vegetables
- c. Liquid
- d. Oil

C 15) Which spoon is used to remove fat from soups and stews?

- a. Basting Spoon
- b. Ladle
- c. Slotted Spoon
- d. Portion Spoon

b 16) Which of the following means to cook in a small amount of fat?

- a. Season
- b. Sauté
- c. Broil
- d. Boil
- e. Fry

**Prep Cooks Test**

Q

17) What is a Julien cut?

- a. Food cut into long thin strips, matchstick
- b. Food cut into long thin strips then turned and cut into a 1/8' dice
- c. Food diced into finely chopped and uniform pieces
- d. Cutting and peeling into oblong seven sided football like shapes

Q

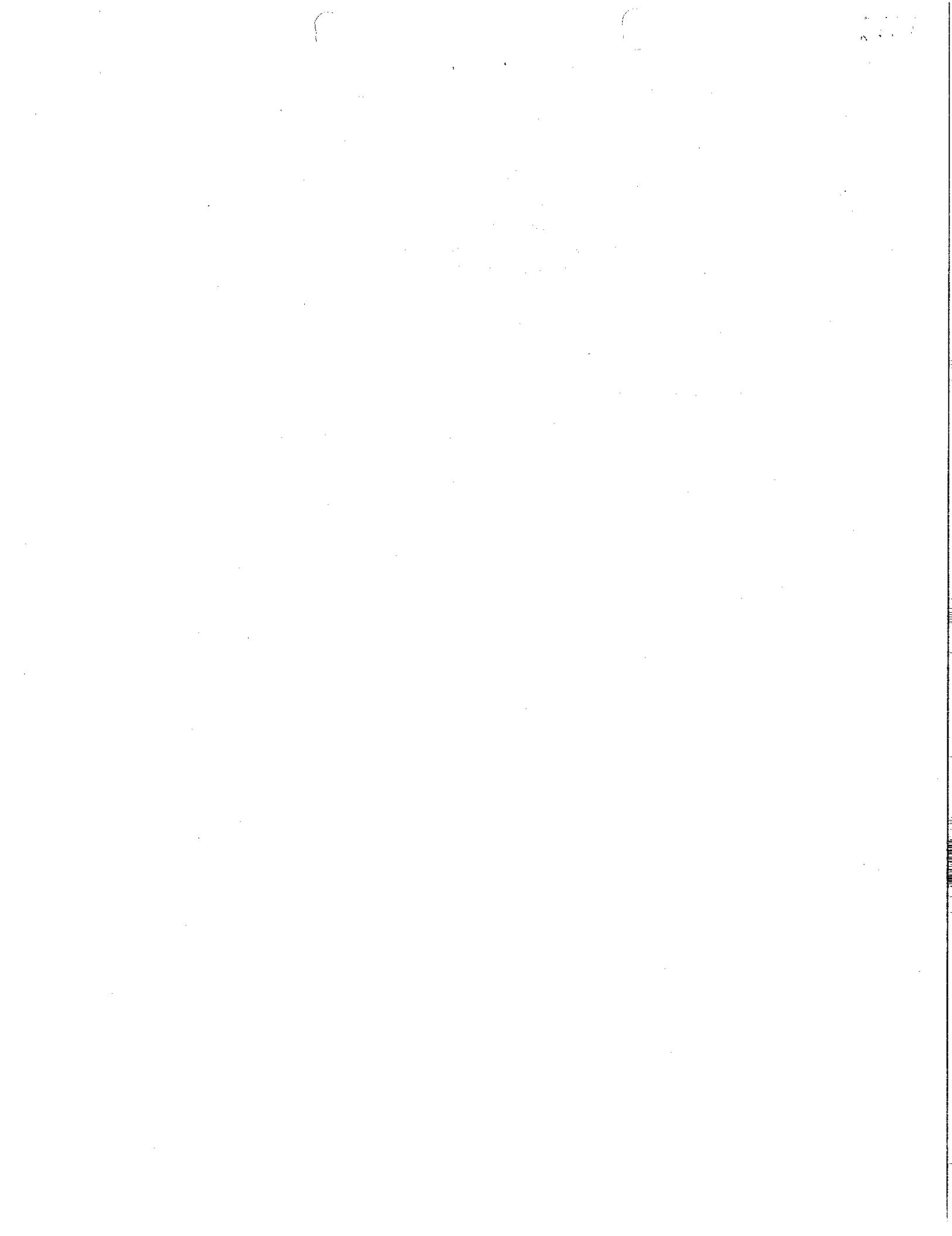
18) To cook a food in a pan without browning over low heat until the item softens and releases moisture.

- a. Sweat
- b. Boil
- c. Roast
- d. Grill

**Fill-in the Blank** (1 point each)

19) Salt & Pepper are the basic seasoning ingredients for all savory recipes.

20) rough chop : to cut into very small pieces when uniformity of size and shape is not important.



**Grill Cooks Test**

Score 27/40

**Multiple Choice Test** (1 point each)

67.5%

b 1) How much time should you take to wash your hands with soap?  
 a) 1 minute  
 b) 20 seconds  
 c) Time does not matter, water temperature does  
 d) 5 minutes

c 2) The recommended temperature for your refrigerator is...  
 a) 45°F  
 b) 50°F  
 c) 40°F  
 d) 20°F

d 3) Food handlers must always wash their hands  
 a) Before starting work  
 b) Switching between handling raw and ready-to-eat food  
 c) After going to the restrooms  
 d) All of the above

d 4) The most important reason for having food handlers wear hair restraints is to  
 a) Prevent food from getting into food handlers' hair  
 b) Prevent food handlers from contaminating their hands by touching their hair  
 c) Keep the food handlers' hair in place  
 d) None of the above  
 } To not get hair in the food!

c 5) Which of these conditions requires immediate corrective action?  
 a) Packaged food items are stored at least 6 inches above the floor  
 b) Ice is being used to cool beef stew in a shallow pan  
 c) Raw meats are stored on a shelf above ready-to-eat egg salad in the walk-in cooler  
 d) Raw fish is stored above raw chicken in the walk-in freezer

c 6) Bacteria grow best in the temperature "danger zone" which includes temperatures between?  
 a) 0°F and 100°F  
 b) 32°F and 220°F  
 c) 41°F and 135°F  
 d) 39°F and 178°F

d 7) After cutting raw chicken, what should be done before the cutting board is used for slicing onions for salad?  
 a) Clean the cutting board with a wet wiping cloth  
 b) Turn the board over and use the other side  
 c) Rinse the board with running water  
 d) Wash, rinse, and sanitize the board prior to slicing the onions

d 8) Which of the following is NOT an approved method to thaw potentially hazardous foods?  
 a) In a microwave oven  
 b) During the cooking process  
 c) Under cool running water  
 d) On a clean counter, at room temperature

a 9) Wiping cloths stored submerged in a bucket of sanitizing solution are for:  
 a) Wiping spills only  
 b) Washing hands if the hand sinks are too far away  
 c) Sanitizing the blade of utensils such as knives  
 d) Maintaining moisture on the wiping cloth

**Grill Cooks Test**

Q 10) Food-handling gloves must be changed frequently and also:

- a) After handling garbage
- b) After every break
- c) After picking things up off the floor
- d) Between handling raw and cooked foods
- e) All of the above

d 11) A Julienne is:

- a) to cut food into 1 inch X 1 inch cubes
- b) A cooking method using high heat
- c) To cut food into 1/8 X 1/8 slices
- d) A rough cutting method producing oblong shapes

C 12) A gallon is equal to \_\_\_\_\_ ounces

- a) 56
- b) 145
- c) 32
- d) 128

A 13) How many cups are in a quart?

- a) 2
- b) 4
- c) 6
- d) 8

A 14) A Chiffonade is:

- a) To slice an herb or leafy vegetable into thin ribbons
- b) To de bone a fish
- c) Another name for parchment paper
- d) To cook food in liquid, or at just below the boiling point

b 15) Potentially hazardous hot foods must be maintained at an internal temperature of \_\_\_\_\_ or higher to be safe

- a) 145° F
- b) 135° F
- c) 160° F
- d) 180° F

C 16) Which of the following explains the process of poaching?

- a) Poke poultry on the thickest part in order to make sure it's tender
- b) To cook food in an oven that has reached 350° F
- c) Cook gently in water that is hot but not boiling (160°-180°)
- d) Submerge protein in boiling liquid to speed cooking time

b 17) If a recipe calls for 16oz of mirepoix, how many ounces of onion, celery, and carrots do you need?

- a) 8 oz of celery, 4 oz of onion, 4 oz of carrot
- b) 4 oz of celery, 8 oz of carrot, 4 oz of onion
- c) 4 oz of celery, 8 oz of onion, 4 oz of carrot
- d) 2 oz of celery, 10 oz of carrot, 2 oz of onion

C 18) Which of the following best describes braising?

- a) To cook quickly in a pan on top of the stove until food is browned
- b) Process through which natural sugars in food become browned and flavorful while cooking
- c) Cooking method by which food is browned in fat, then cooked, tightly covered, in liquid at low heat
- d) To plunge food into boiling water briefly, then into cold water to stop the cooking process

**Grill Cooks Test**

b 19) Which of the following best describes the process of Caramelization?

- a) To cook quickly in a pan on top of the stove until food is browned
- b) Process through which natural sugars in food become browned and flavorful while cooking
- c) Cooking method by which food is browned in fat, then cooked, tightly covered, in liquid at low heat
- d) To plunge food into boiling water briefly, then into cold water to stop the cooking process

B 20) What temperature should chicken be cooked to?

- a) 145°F
- b) 155°F
- c) 165°F
- d) 175°F

C 21) What temperature should ALL ground meat be cooked to?

- a) 145°F
- b) 155°F
- c) 165°F
- d) 175°F

A 22) What temperature should fish be cooked to?

- a) 145°F
- b) 155°F
- c) 165°F
- d) 175°F

23) What is a roux and what is it used for? (2 points)

When you cook ~~without~~ a fat (butter, oil) with flour. Used to thicken a dish.

24) What is the process of making clarified butter, and why is clarified butter used? (3 points)

Cook the butter under low heat, straining off the fat. Used to cook with or flavor dishes.

25) What are the 5 mother sauces? (5 points)

- 1.
- 2.
- 3.
- 4.
- 5.

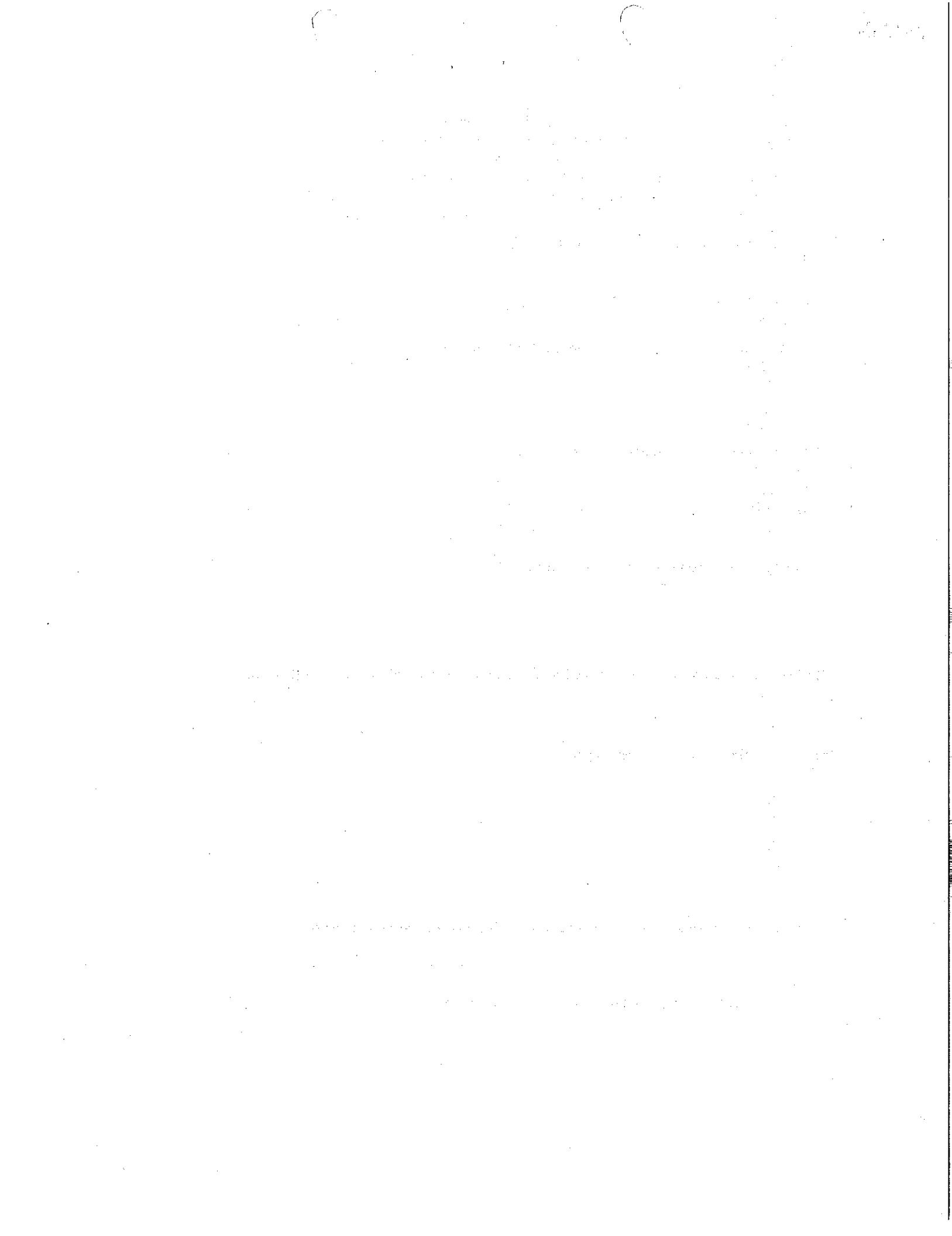
2

26) What does it mean to season a grill and why is this process important? (3 points)

To clean and rub down with oil. Then it is usually heated up.

27) What are the ingredients in Hollandaise sauce? (5 points)

Egg yolk, butter.





Your Hospitality Staffing Professionals

# Attendance Policy

The cost of absenteeism and lateness is difficult to estimate, no one can calculate the cost of the burden this puts on others who have to do the absent person's work. Most people will be late or sick at one time or another. But when short-term absences become more frequent, they might signal personal, medical, or job-related problems.

It is your responsibility to notify your supervisor at least 24 hours prior to your shift of any anticipated tardiness or absence. **All tardiness or absences should be reported to the Emergency Line at 800.236.2276 x2207.** You should provide the general reason for your absence, and understand that excessive absences and lateness will lead to disciplinary action.

Below is a breakdown of how infractions will be measured. Any employee who accumulates more than **three** points in a 90-day period can result in termination of employment.

**Tardy** – Anybody not signed/ clocked-in by their start time. 1 Point

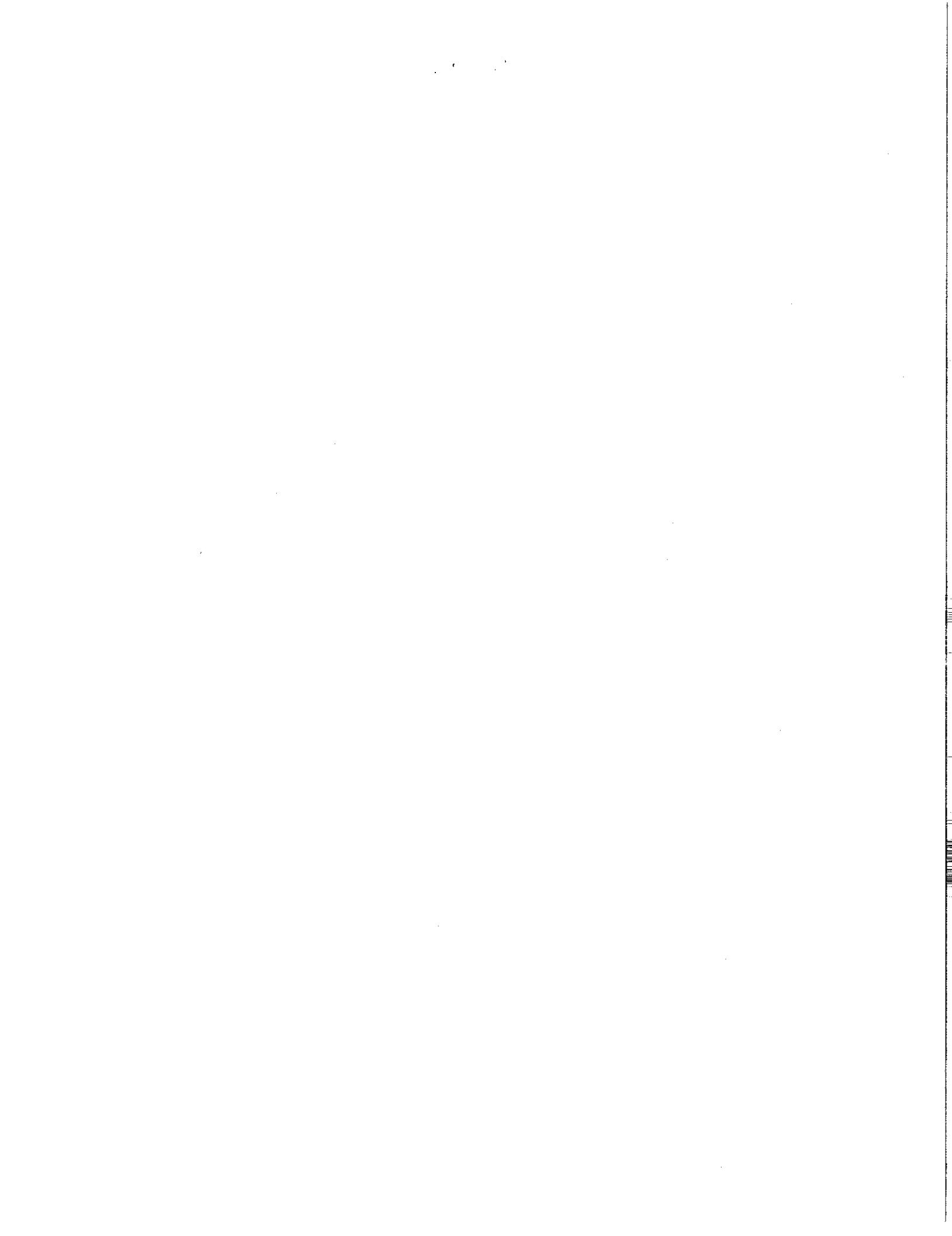
**Call Off** – Needing to be taken off a shift after schedules are sent out. It is your responsibility to request any desired time off in advance. 1 Point

**LM Call-Out** – Failing to provide Acrobat with 24-hour notice before missing a shift. 1 Points

**No Call No Show** – Failing to provide Acrobat with any notice before missing a shift. 3 Points

Name: John 2410 Nevarez Jr Date: 1/31/18

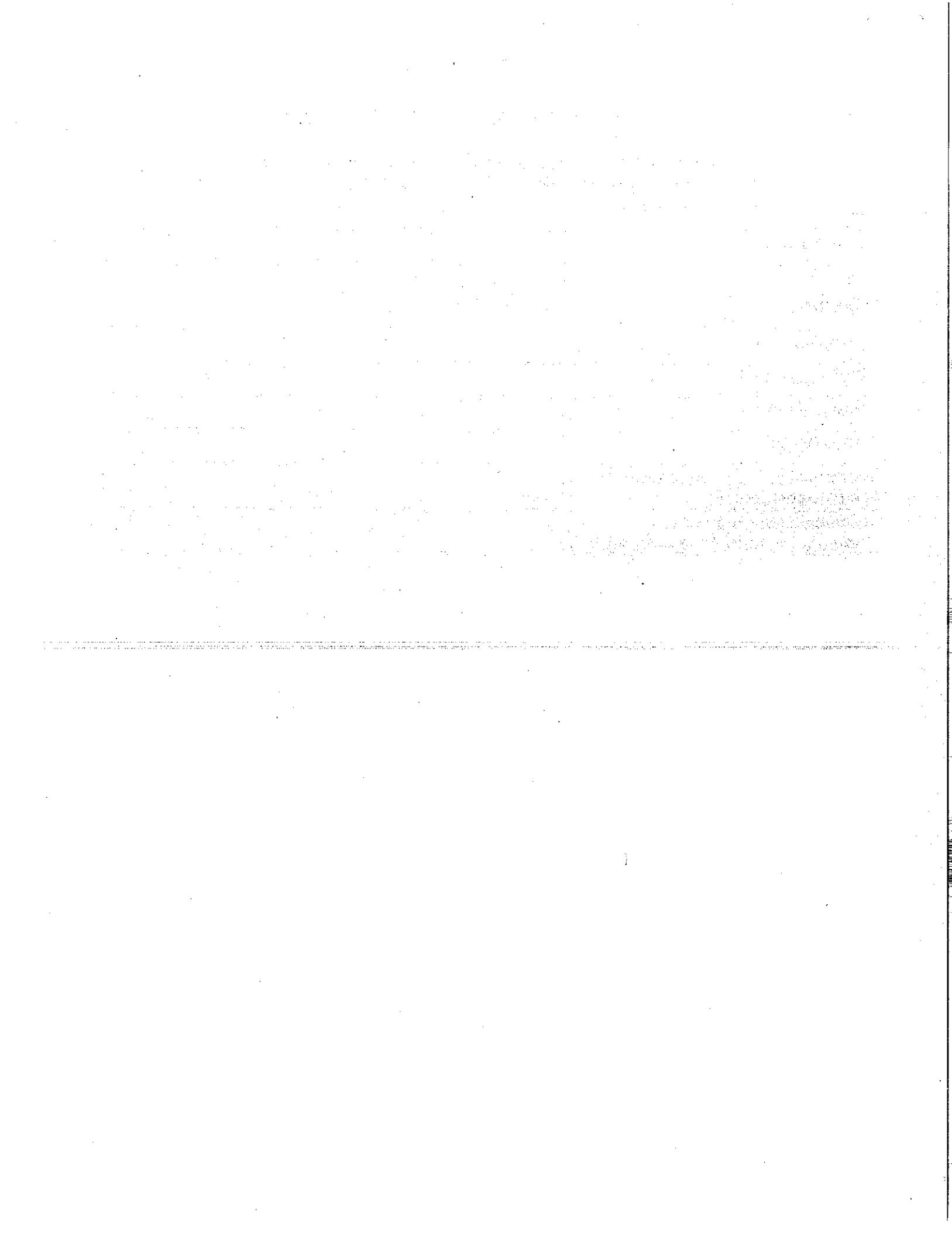
Signature:



# New Contractor Information

For all new contractors, please complete the following information. If you have any questions please reach out to Onboarding team at [onboardingtemps@mz.com](mailto:onboardingtemps@mz.com).

First Name:	Gonzalo
Last Name:	Nevarre Jr.
Start Date:	11/6/17
Work Location:	Machine Zone
MZ Project Manager:	Then L N.
Contact Phone:	510 283 1080
Contact Email:	gonzalo_nevarre@yahoo.com
Name of staffing or consulting firm contracted through:	Acubat Out sourcing
Assignment Duration (ex: 1 month, 3 months, 6+ months, etc.):	NA





## Harassment-Free Workplace Policy

### Unlawful Harassment

The Company strives to provide all employees with an environment free of sexual or other unlawful harassment. Harassment against individuals on the basis of pregnancy, childbirth or related medical conditions, race, religious creed, color, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation or any other classification protected by applicable local, state or federal employment discrimination laws is illegal and a violation of Company policy. Unlawful harassment of any type will not be tolerated at Machine Zone. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including Leaders and employees, as well as any clients, vendors, customers, independent contractors or any other person having contact with Company employees. 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.

**Definition of Harassment:** Prohibited unlawful harassment includes any conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment based on that individual's membership in a protected class. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments;
- Visual displays, which are not an art asset for Machine Zone's games and products, such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- 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 for sexual favors;
- Retaliation for reporting or threatening to report harassment;
- Rude or aggressive managerial conduct directed at one sex more frequently than the other; and,
- Extensive sexual favoritism or favoring employees who engage in sexual conduct with a Leader.
- Communication via electronic media of any type that includes any harassing conduct that is prohibited by state and/or federal law, or by company policy.

In particular, sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which (1) has been made either explicitly or implicitly a term or condition of an individual's employment (or other contract relationship), (2) is used as a basis for employment (or other contract) decisions such as promotions and benefits affecting such individual, or (3) substantially interferes with an individual's work (or contract) performance or creates an intimidating, hostile, or offensive working environment.

In addition, conduct based on any of the categories listed above, or any other characteristic protected by law, is not appropriate for the workplace and is prohibited, regardless of whether an individual makes a claim of harassment.

Machine Zone will take disciplinary action up to and including the immediate termination of any employee who violates this policy. If you feel that you have been harassed, or that you have witnessed harassment, you should immediately report such conduct either verbally or in writing to your leader, Human Resources or any other management-level employee with whom you feel comfortable. It would be best to communicate your complaint in writing, but this is not mandatory. Your complaint should include details of the incident or incidents, names of individuals involved, and names of any witnesses. All complaints of harassment will be investigated by Human Resources. The Company will promptly undertake a thorough and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. The Company will not retaliate against you for filing a complaint or participating as a witness in an investigation and will not tolerate or permit retaliation by management, employees, or co-workers.

The Company encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and process complaints of prohibited harassment in employment. If you think you have been harassed or you have been retaliated against for resisting or complaining, you may also file a complaint with the appropriate agency. Please check your telephone book for the nearest agency.

Please contact Human Resources if you have any questions about this policy or the subject of sexual or other harassment.

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#### Receipt acknowledgement

I have been given a copy of the Machine Zone Harassment and Discrimination Policy. It is my responsibility to read and understand the matters set forth in this Policy. The Policy states Machine Zone's zero-tolerance stance regarding harassment and discrimination, and I agree to abide by, and be accountable to this Policy.

I understand and acknowledge that the company has the right, without prior notice, to modify, amend or terminate this Policy within the limits and requirements imposed by law. Furthermore, I will rely on any promises, statements or representations to the contrary only if they are in writing and signed by an authorized member of the company's executive management.

Signature: S. S.

Print name: Carrie Newark

Date: 1/10/18

## CONFIDENTIALITY AND ARBITRATION AGREEMENT

Machine Zone, Inc. ("Machine Zone" or the "Company") and 18, an individual ("Contractor") hereby make the following agreement regarding the treatment of confidential information and the resolution of disputes with Machine Zone. Machine Zone and Contractor recognize that differences may arise between Machine Zone and Contractor during or following Contractor's provision of services to the Company. In consideration of the mutual promises herein, and in consideration of Contractor's continued opportunity to provide services to Machine Zone, the parties agree to the following Confidentiality and Arbitration Agreement (the "Agreement"). Other than as expressly provided in the parties' agreement to arbitrate disputes as expressed below, the Agreement does not alter or amend any prior agreements between Machine Zone and Contractor. Further, the Agreement does not alter or amend any agreements between Contractor and third parties, nor does it amend or alter any agreements between Machine Zone and third parties. "Services" shall refer to any work or service performed by Contractor on behalf of or for the benefit of Machine Zone, whether on Machine Zone's premises or elsewhere.

### 1. Confidential Information

1.1 Definition. Contractor acknowledges that it will have access to information that is treated as confidential and proprietary by Machine Zone, including without limitation, trade secrets, technology, and information relating to Machine Zone's business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, its affiliates or suppliers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, "Confidential Information"). Any Confidential Information that Contractor develops in connection with the Services shall be subject to the terms and conditions of this Section and any applicable Non-Disclosure Agreement ("NDA") executed by the Parties. Contractor agrees to (a) hold the Confidential Information in confidence, (b) not disclose the Confidential Information to any third party, and (c) not use any Confidential Information for any purpose except for the purpose of performing the Services. Contractor agrees to treat all of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Contractor may disclose the Confidential Information to Contractor's personnel with a bona fide need to know it in order to perform the Services, but only to Contractor's personnel who have signed a nondisclosure agreement at least as protective of Machine Zone's rights as those terms and conditions applicable to Contractor under this Agreement; provided that it is understood that, barring a separate written agreement, access to Machine Zone's Confidential Information will not restrict Contractor's assignment of any employees or contractors or restrict in any way Machine Zone's business plans. Contractor will not make any copies of the Confidential Information except as necessary for Contractor's personnel with a need to know as described in this Agreement. Any copies which are made will be identified as belonging to Machine Zone and marked "confidential" or with a similar legend.

1.2 Exclusions. Confidential Information shall not include information that:

- (a) is now, or hereafter becomes, through no act or failure to act on the part of Contractor, generally known or available to the public;

- (b) is rightfully acquired by Contractor before receiving the information from Machine Zone and without restriction as to use or disclosure;
- (c) is hereafter rightfully furnished to Contractor by a third party, without restriction as to use or disclosure;
- (d) is independently developed by Contractor without reference to Machine Zone's Confidential Information; or
- (e) is generally made available to third parties by Machine Zone without restriction on disclosure.

A disclosure by Contractor in response to either a valid order by a court or other governmental body, or as otherwise required by law, will not be considered to be a breach of this Agreement; provided that Contractor provides Machine Zone with a prompt prior written notice of the intended disclosure sufficient to enable Machine Zone to seek a protective order or otherwise prevent such disclosure, and provided further that Contractor provides all cooperation to Machine Zone at Machine Zone's request and expense to prevent such disclosure. Contractor acknowledges receipt of the following notice required pursuant to 18 U.S.C § 1833(b)(1): "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

2. Arbitration and Class Action Waiver. Contractor and Machine Zone hereby agree to submit to mandatory binding arbitration any dispute, claim or controversy between them, including disputes claims or controversy's arising out of, relating to or connected with this Agreement or the Services provided to or on behalf of Machine Zone, including, but by no means limited to, claims of breach of contract (express or implied), breach of the covenant of good faith and fair dealing, fraud, tort claims of any kind, claims based upon any federal, state or local ordinance, statute or regulation, and claims for compensation of any kind (the "Arbitrable Claims"). Arbitration shall be final and binding upon the parties. Arbitration shall be the exclusive method by which to resolve all Arbitrable Claims, in accordance with the arbitration provisions set forth in California Code of Civil Procedure Sections 1280 through 1294.2, and pursuant to California law. Further, to the fullest extent permitted by law, the parties agree that no class or representative actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in Contractor's or the Company's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY CLAIMS BETWEEN CONTRACTOR AND THE COMPANY. The parties agree that a neutral arbitrator from the Judicial Arbitration and Mediation Services, Inc. ("JAMS") will administer any such arbitration(s) in accordance with applicable JAMS arbitration rules, which are

available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. All arbitration hearings shall be conducted in Santa Clara County, California. The arbitrator shall issue a written decision with the essential findings and conclusions on which the decision is based. If, for any reason, any part or portion of this arbitration clause is held to be invalid or unenforceable, all other valid parts and portions shall be severable in nature, and remain fully enforceable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

MACHINE ZONE, INC.

By:  
Victoria Valenzuela  
General Counsel

2225 E. Bayshore Drive, Suite 200  
Palo Alto, CA 94303

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

CONTRACTOR

By: Acrobat outsourcing  
Name: Brigitte Tibble  
Title: Regional Director  
Federal Tax I.D. Number: 20-2615854  
Address: 4005 3rd St #415  
San Francisco, CA 94107  
Date: 1/10/2017

