

**Acrobat**  
outsourcing  
Your Hospitality Staffing Professionals

Name: Heriberto Barrera

Taborca ID: 43301

Date of Hire: 11, 29, 17

Date of Re-Act:     /    /    

New employee set up

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> E-verify                                     | <input checked="" type="checkbox"/> Added to Orientation Time Sheet          |
| <input checked="" type="checkbox"/> Hire Right EE                                | <input checked="" type="checkbox"/> Attended New Hire Orientation #212175    |
| <input checked="" type="checkbox"/> Hire Right Internal (upload any list A docs) | <input type="checkbox"/> Background Check (Asurint)                          |
| <input type="checkbox"/> Direct Deposit (Scan to Payroll) and/or                 | <input checked="" type="checkbox"/> New Hire List (All fields)               |
| Global Cash Card – complete the form &   | <input checked="" type="checkbox"/> Check Taborca Profile (All fields)       |
| have EE sign   | <input checked="" type="checkbox"/> Upload Resume and Skills Tests (one doc) |
| <input checked="" type="checkbox"/> Notice to Employee Completed                 | <input type="checkbox"/> 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



# Heriberto Barrera

Redwood City, CA

barrera6509\_9k3@indeedemail.com - 650-440-9891

Authorized to work in the US for any employer

## WORK EXPERIENCE

### **Server/Waiter**

Sequoia Portola valley - California - 2017-11 - Present

I am in charge of serving the seniors at the main dining room providing them with service and any questions they may have. I also interact with the seniors when I bring their dinner to their apartment. In addition, I was also placed on the buffet line where the residents would tell me what food they like and I would serve it to them in a kindly manner.

### **Deli Associate**

Ravioli House - San Mateo, CA - 2012-05 - 2017-08

Ravioli House 2013- August 2017, San Mateo Ca – I was in charge of prepping the food in the mornings, I would take orders over the phone, occasionally did catering, checking out customers, making sure every customer was satisfied, keeping the place tidy and clean.

## EDUCATION

Summit High School - Redwood City, CA



NOTICE TO EMPLOYEE  
Labor Code section 2810.5

EMPLOYEE

Employee Name: Heriberto Barrera

Start Date: 11.29.2017

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: F0H@M2 -\$18<sup>00</sup> Overtime Rate(s) of Pay: 1.5x Rate

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, 9<sup>th</sup> 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)*

Francisco Larranaga  
(PRINT NAME of Employer representative)

[Signature]  
(SIGNATURE of Employer Representative)

11-27-17  
(Date)

Herberto Barrera  
(PRINT NAME of Employee)

[Signature]  
(SIGNATURE of Employee)

11-29-17  
(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.

# Interview Note Sheet

Applicant Information	
Name: <u>Heriberto Barrera</u>	Interviewer: <u>FCQ</u>
Date: <u>11.29.2017</u>	Rate of Pay: <u>16/FOH @ MZ</u>
Position (s) Applied for: <u>FOH @ MZ</u>	Referred by:

Test Scores					
Server	/35	%	Bartender	/30	%
Prep Cook	/15	%	Barista	/10	%
Grill Cook	/40	%	Cashier	/10	%
Dishwasher	/10	%	Housekeeping	/16	%

Seeking:
<u>Full-Time</u>
Part-Time

## Relevant Experience & Summary of Strengths

### Knife Skills

Total of \_\_\_\_\_ in Food Service

Server @ Senior Living

### Cuisines

Delis associate @ Ravioli House

### Stations:

Hired for FOH @ MZ

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

San Jose

South San Jose

SJ Peninsula

### 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?

Convention Candidate?

Other Languages Spoken:





## Employment Application

Acrobat Outsourcing is an equal opportunity employer dedicated to non-discrimination in all employment practices. Acrobat Outsourcing selects the best qualified individual for the job based on job-related qualifications regardless of race, age (40+), color, religion, gender, national origin, ancestry, marital status, sexual orientation, disability or any other status protected by applicable law.

### PLEASE PRINT

Full Name Heriberto Barrera Date: 11/29/17  
 Home Telephone (505) 440-9891 Other Telephone ( ) \_\_\_\_\_  
 Present Address 3063 WILLIAMS AVE  
 Permanent Address, if different from present address: \_\_\_\_\_  
 Email Address barrera630@live.com

### EMPLOYMENT DESIRED

Position applying for: \_\_\_\_\_ Salary desired: \_\_\_\_\_

Are you currently registered with any staffing and/or employment agencies? If so, please list

Are you applying for: Full-time work? Yes ☒ No \_\_\_\_\_ Part-time work? Yes \_\_\_\_\_ No \_\_\_\_\_

Temporary work, e.g., summer or holiday work? Yes \_\_\_\_\_ No \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

How did you find out about our open position? (Please check fill in proper name of source):

Referral ☐ Name of Referral \_\_\_\_\_ Newspaper ☐ Job Fair ☐ Agency ☐ Company Website ☐

Other Web Posting ☒ Other Source ☐

Could you work overtime, if necessary? Yes ☒ No \_\_\_\_\_ If hired, on what date could you start working? ASAP

*Please keep in mind that schedules and shifts may vary depending on position and season. Additionally, the hours may vary from week to week, depending on the company needs. Please list only the times/days you're available to work below.*

SPECIFY HOURS AVAILABLE DAILY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AM							
PM							

Do you have any vacations or extended leaves planned in the next 12 months? If so, please list dates:

### PERSONAL INFORMATION

Have you ever applied to or worked for Acrobat Outsourcing before? Yes \_\_\_\_\_ No ☒ If yes, when? \_\_\_\_\_

Do you have friends or relatives working for Acrobat Outsourcing? Yes \_\_\_\_\_ No ☒ If yes, please state name and relationship

If hired, would you have a reliable means of transportation to and from work? Yes ☒ No \_\_\_\_\_

If hired, can you present evidence of your legal right to live and work in this country? Yes ☒ No \_\_\_\_\_

State age if you are under 18 \_\_\_\_\_. If you are under 18, hire is subject to verification that you are of minimum legal age to work.

Are you able to perform the essential functions of the job for which you are applying? Yes ☒ No \_\_\_\_\_

# Acrobat

outsourcing  
Your Hospitality Staffing Professionals

If no, describe the functions that cannot be performed. (Note: We comply with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions.) \_\_\_\_\_

Pursuant to the San Francisco Fair Chance Ordinance, we will consider for employment qualified applicants with arrest and conviction records.

## EDUCATION & SKILLS

NAME OF SCHOOL	CITY & STATE	GRADE OR DEGREE COMPLETED	DID YOU GRADUATE?
Summit Prep	Redwood City, CA	High School	Yes
Do you have any special licenses, certificates or special training? If so please list under "Special."		YES	<input checked="" type="radio"/> NO
Are you computer literate? If so, list software knowledge under "Special."		YES	<input checked="" type="radio"/> NO
Are you proficient with Point of Sales Systems? If, so please list which ones under "Special."		YES	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> NO
Special:			

## 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 Sequoias Portola Valley 501 Portola Rd, Portola Valley  
 Type of Business Assisted Living Telephone No. (650) 851-1501 Supervisor's Name Alec  
 Your Position and Duties Server, busser, tray delivery, setting dinner.

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Weekly Pay: Starting ~~15.00~~ Ending \_\_\_\_\_

Reason for Leaving: Currently employed.

Name and Address of Employer Ravioli House 505 South B St, San Mateo CA  
 Type of Business Delicatessen Telephone No. ( ) \_\_\_\_\_ Supervisor's Name Emilio  
 Your Position and Duties Prep-cook, ~~reg. star~~, cashier

Dates of Employment: From 2012 To 2017 Weekly Pay: Starting \_\_\_\_\_ Ending \_\_\_\_\_

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

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

# Acrobat

outsourcing  
Your Hospitality Staffing Professionals

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 \_\_\_\_\_

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 ☒   
If so, describe: \_\_\_\_\_

## JOB RELATED REFERENCES

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

Name: DAN TOPOIAN Telephone No. (650) 619-1316

Address \_\_\_\_\_

Occupation: Owner of deli Relationship: BOSS Number of Years Acquainted: 5

Name: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

Occupation: \_\_\_\_\_ Relationship: \_\_\_\_\_ Number of Years Acquainted: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

Occupation: \_\_\_\_\_ Relationship: \_\_\_\_\_ Number of Years Acquainted: \_\_\_\_\_

**Please Read Carefully, Initial Each Paragraph and Sign Below**

HB

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.

HB

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.

HB

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.

HB

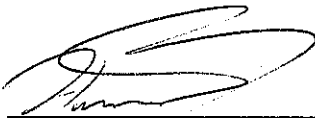
I understand that if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 form in this regard within three days of my hire date.

HB

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**

11/29/17



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: Heriberto Barrera Date: 1/31/18

Signature: 



10-6:30

## 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:	Heriberto
Last Name:	Barrera
Start Date:	12/11/17
Work Location:	MZ
MZ Project Manager:	Thanh
Contact Phone:	650-440-9891
Contact Email:	barrera650@live.com
Name of staffing or consulting firm contracted through:	Acrobat+ outsourcing
Assignment Duration (ex: 1 month, 3 months, 6+ months, etc.):	on-going







## 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.

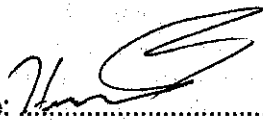
Please contact Human Resources if you have any questions about this policy or the subject of sexual or other harassment.

---

#### 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: 

Print name: Humberto Barrera

Date: 1/11/2018

## CONFIDENTIALITY AND ARBITRATION AGREEMENT

Machine Zone, Inc. ("Machine Zone" or the "Company") and Liberto, 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:   
Name: SUNNY REUDALL  
Title: OP. MGR  
Federal Tax I.D. Number: 20-261586  
Address: 1585 THE ALAMERA  
S.J., CA 95126  
Date: 1-11-2018



Employee Name: Heriberto Barrera

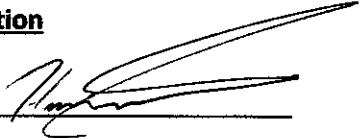
Waiver Effective Date: 5/04/18

I understand that under California Labor Law, after a work period of 5 hours, I am entitled to receive an unpaid meal break of not less than 30 minutes during which I am relieved of all duties.

I give my consent that I may waive my 30- minute unpaid meal break only when my work and/or scheduled shift will be completed in 6 hours or less in one workday.

In order for this waiver to be valid, my supervisor must also authorize the waiver in writing by signing below.

**Employee Authorization**

Employee Signature: 

Date: 5/04/18

**Supervisor Authorization**

Supervisor Signature: \_\_\_\_\_

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

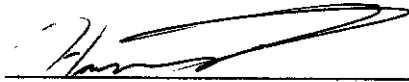




Rest Periods Acknowledgement

All non-exempt employees are entitled to a 10-minute rest period for each four hours worked. It is the employee's responsibility to take their rest period before the end of the fourth hour of work. If any non-exempt employee believes that he or she is unable to take their rest break or is not being permitted to take his or her rest break, that employee should contact his or her supervisor immediately.

Employee Signature:



Date: 5/04/18

