



Name: NAYELI GARCIA

Taborca ID: 44430

Date of Hire: 12/29/17

Date of Re-Act: / /

New employee set up

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

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

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

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 Nayeli Garcia Date: 12/29/17
 Home Telephone (408) 979-5536 Other Telephone (408) 802-5044
 Present Address 1645 Bermuda Wy, San Jose, CA 95122
 Permanent Address, if different from present address: _____
 Email Address nayeligarcia55@gmail.com

EMPLOYMENT DESIRED

Position applying for: MICRO Kitchen Salary desired: \$120 hr

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 Franisco Vallin 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? _____

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	<u>6:00 AM</u>						
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

Franisco Vallin

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.)

EDUCATION & SKILLS

NAME OF SCHOOL	CITY & STATE	GRADE OR DEGREE COMPLETED	DID YOU GRADUATE?
De Anza Overfelt	San Jose CA	HS Diploma	NO 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: IF Training, Microsoft, Macintosh			

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 _____

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: _____

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 _____

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: _____ Telephone No. (____) _____

Address _____

Occupation: _____ Relationship: _____ Number of Years Acquainted: _____

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

N6 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.

N6 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.

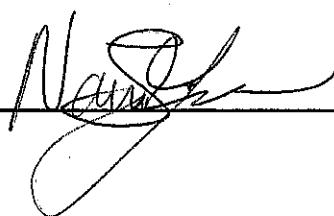
N6 I hereby authorize Acrobat Outsourcing and its authorized representatives to solicit information regarding my background, which may include but not be limited to, information about my employment, education, and/or criminal history, which may be in the files of any federal, state, or local criminal justice and law enforcement agency and general public records history.

N6 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.

N6 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

12/29/17

Nayeli Garcia

San Jose, CA • 408-802-5044 • nayeligarcia55@gmail.com

EXPERIENCE

MGM Drywall Inc., San Jose, CA

January 2017-June 2017

Office Administrator

- Composed, prepared and proofread the correspondence, office memos and reports for the office
- Manage multiple phone lines and directing phone calls in professional manner for upper management
- Support budgeting, bookkeeping procedures and other account reports using QuickBooks
- Create Invoices and update records and databases with financial, personal and other data
- Demonstrate excellent knowledge and proficiency in using MS office suite, Google Docs, Google Slides
- Instrumental in ordering supplies, inventory and budgeting assuring no over spending
- Entered employee's time for certified payroll; helped him/her with any HR questions or concerns

Apple, Sunnyvale, CA

August 2016 – October 2016

Desktop Support Technician

- Provided in-person support to Apple's marketing and communications department of over 300+ users
- Facilitated 1:1 new hire on-boarding support to ensure access to systems and software
- Re-imaged Mac laptops and prepared new user accounts based on job title
- Delegated tickets using the Best Practical request tracker ticketing system
- Effectively managed downtime to harness new skills and research common issues/ troubleshooting techniques

Facebook, Menlo Park, CA

February 2016-August 2016

IT Operations Project Coordinator

- Conducted new hire internal account audits globally for 800+ users and manually provision accounts through system administration to ensure employees have access to all of Facebook internal tools; which they will need in order to work with their team
- Generated weekly inventory reports within Salesforce and Excel and conducted weekly audits of IT equipment selection, provisioning and shipping for Facebook employees globally to ensure all new hires have appropriate devices
- Provided technical support during weekly orientation to 400+ new hires by troubleshooting technical issues, conducting iOS and Android mobile applications like Duo, MobileIron, and Facebook Bata applications as well as MAC OS and Windows OS
- Utilized data analytics within Salesforce to develop process improvements for future onboarding presentations
- Produced tickets utilizing Facebook's internal ticketing system (TASK) to report any software, hardware, and network related issues during new hire orientation
- Coordinated projects for IT operations to support onboarding and served as a liaison between Imaging, Telco, Inbound/Outbound and HR to ensure the delivery of IT equipment met time sensitive deadlines
- Updated weekly documents using Quip to keep our teams up to date with our daily updates

EDUCATION

Year Up & Foothill College, San Jose, CA

September 2015-Present

- Year Up is a selective, one year intensive I.T. training program that provides technical training, professional development, and a six month internship
 - **Technology and Troubleshooting Essentials and Lab:** Learned hardware and software skills troubleshooting skills in preparation for a help desk internship role
 - **Web Development:** Created a professional web page using HTML, CSS, and JavaScript
 - **Business Communications:** Refined verbal and written communication techniques for corporate environment
- Club member for Toastmasters

Evergreen Valley College, San Jose, CA

September 2012-May 2014

- Evergreen Women's Soccer Team Captain; Most inspiring player Award Recipient
- ENLANCE community and ENLACE Honor Roll
- Took various general education courses

LANGUAGE

- Fluent in Spanish

Nayeli Garcia

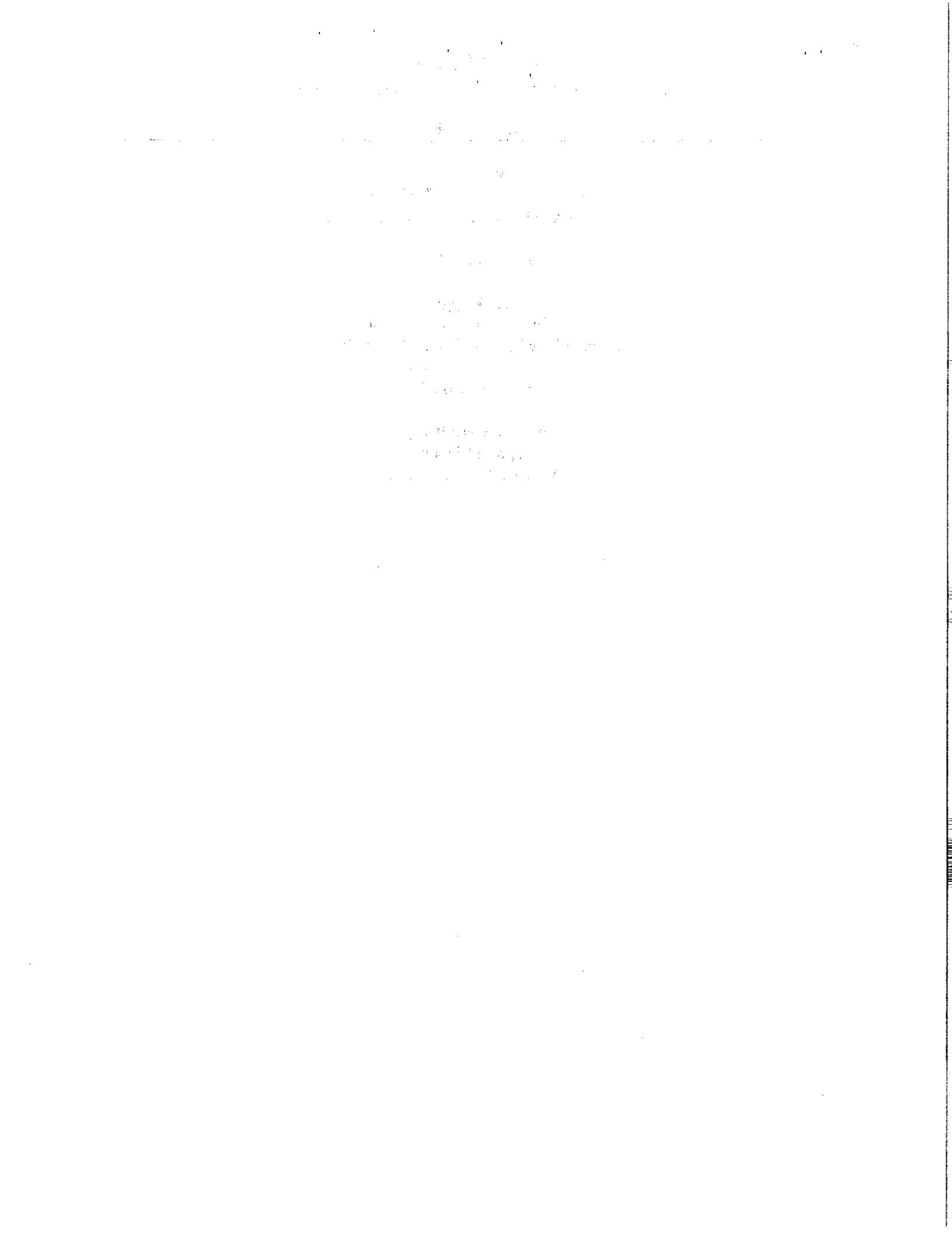
San Jose, CA • 408 802-5044 • nayeligarcia55@gmail.com

REFERENCES

SanniZhuo
New Hire Operations Technician
Facebook, Milestone Technologies, Inc.
szhuo@fb.com
(650) 804-4814

Jason Maggiora
New Hire Orientation Facilitator
Facebook, Milestone Technologies, Inc.
maggiora@fb.com
(650) 924-6837

Michael Madriaga
Program Manager
Year Up Silicon Valley
MMadriaga@YearUp.org



NOTICE TO EMPLOYEE

Labor Code section 2810.5

EMPLOYEE

Employee Name: Nayeli Garcia

Start Date: 12-29-17

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: \$18/hr-FOR MZ 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, 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)

francisco larranaga
(PRINT NAME of Employer representative)

12-29-17
(SIGNATURE of Employer Representative)

(Date)

Nayeli Garcia

(PRINT NAME of Employee)

Nayeli Garcia
(SIGNATURE of Employee)

12/29/17
(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.



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

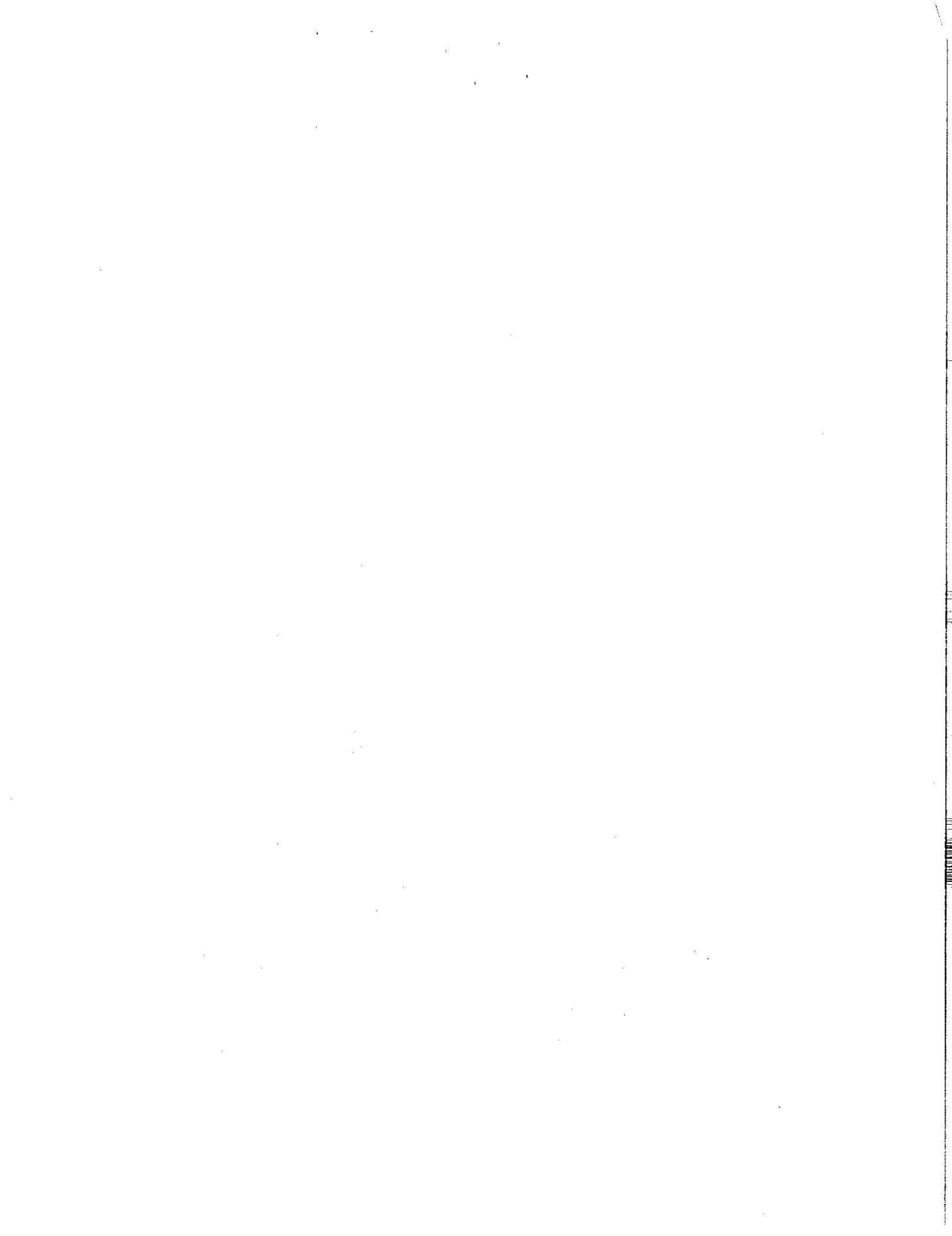
Call Off – Needing to be taken off a shift after schedules are sent out. It is your responsibility to request any desired time off in advance. 1 Point

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: Nayeli Garcia Date: 3/21/18

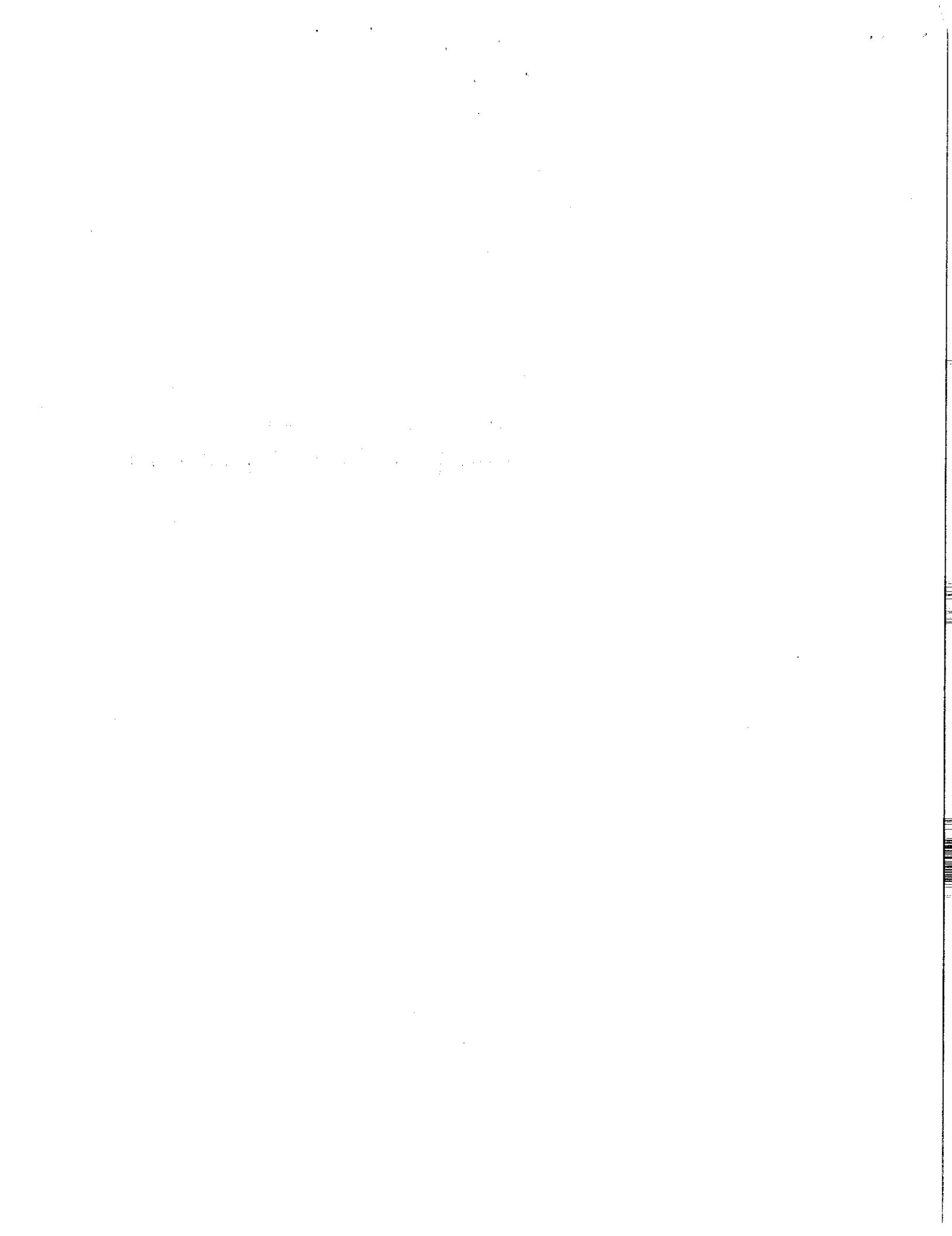
Signature: Nayeli Garcia



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.

First Name:	Nayeli
Last Name:	Garcia
Start Date:	
Work Location:	
MZ Project Manager:	
Contact Phone:	(408) 802-5044
Contact Email:	nayeligarcia55@gmail.com
Name of staffing or consulting firm contracted through:	
Assignment Duration (ex: 1 month, 3 months, 6+ months, etc.):	





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.

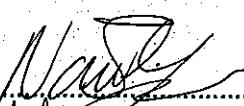
The Company encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and 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: *Nafeli Garcia*

Date: 0

CONFIDENTIALITY AND ARBITRATION AGREEMENT

Machine Zone, Inc. ("Machine Zone" or the "Company") and N.G., 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: _____
Title: _____
Federal Tax I.D. Number: _____
Address: _____
Date: _____



Interview Note Sheet

Applicant Information

Name:	Interviewer:
Date:	Rate of Pay:
Position (s) Applied for:	Referred by:

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

Full-Time

Part-Time

Relevant Experience & Summary of Strengths

Knife Skills

Total of _____ in Food Service

Cuisines

1
2
3

Stations:

1
2
3

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

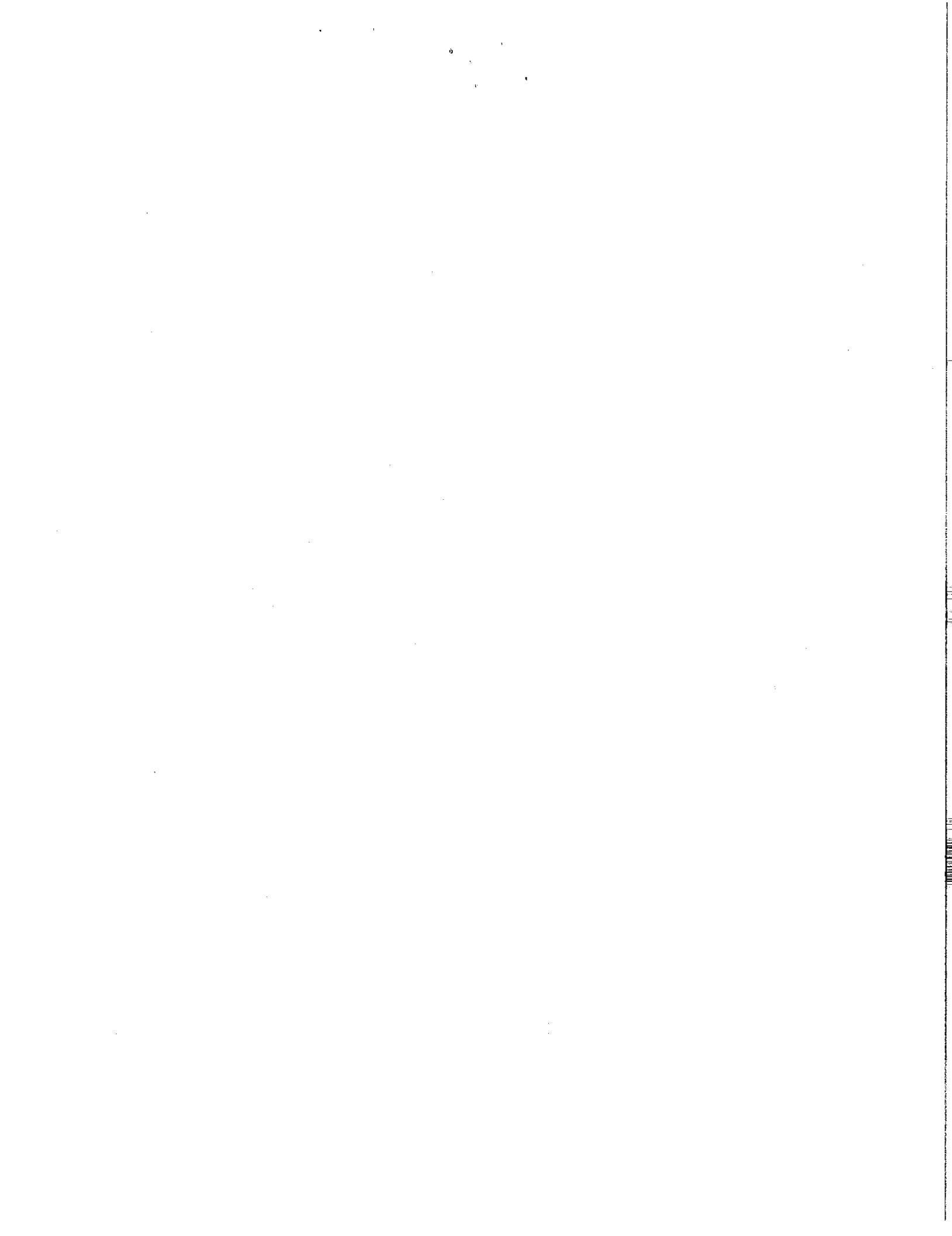
Bistro Black Bistro Tuxedo 1/2 Tuxedo Black Vest Long Black Tie

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:



Acrobat

outsourcing
Your Hospitality Staffing Professionals
Corrective Counseling Form

Employee's Name:	Nayeli Garcia	Date of Hire:	<u>2-5-2018</u>
Job Title:	MK Attendant	Office/Dept.:	Machine Zone
Manager's Name/ Others Present	Vanessa Huynh	Today's Date:	<u>4-13-2018</u>

REASON FOR COUNSELING: (Manager's Instructions): Describe the performance problem(s), policy violation(s), and/or inappropriate conduct that make this counseling necessary. Provide specific examples of the problem(s), including times, dates and places. Cite any previous discussions or counsels that management may have had with the employee about the same or similar problem(s). Continue on back of this page or attach additional sheets, if needed.

This is a final warning for Nayeli in violation of the attendance policy. Nayeli called out within less than a 24-hour notice before missing her shift (4/6) and was tardy twice (4/10 & 4/12). Nayeli has accumulated 3 points within one week. Per Acrobat's Attendance Policy, "any employee who accumulates more than three points in a 90-day period can result in termination of employment."

ACTION PLAN - REQUIRED CHANGES: Describe the specific performance and/or job-related behaviors that must change. Describe what the employee must do, and if appropriate, what the organization or manager will do to help achieve the desired level of performance. If appropriate, indicate a specific timeframe in which performance must improve.

Nayeli must plan ahead accordingly. She must give more than a 24-hour notice before missing her shift. She must account an extra hour of travel time to avoid such traffic delays and being tardy. She must improve her performance of starting her next shift. We will work together with Nayeli to achieve a better performance in her attendance.

CONSEQUENCES:

This is a Final Written Warning. Failure to correct the problem(s) described above may result in further disciplinary action, up to and including termination of employment at any time.

MANAGER'S SIGNATURE:

Discussed with employee by:

Vanessa Huynh
(Employee's Supervisor)

On-Site Supervisor

4-13-18
(Date)

WITNESS'S SIGNATURE (if applicable)

(Name)

(Title)

(Date)

EMPLOYEE ACKNOWLEDGMENT:

By signing below, I acknowledge that I have received and understand this counseling. I understand what the expectations are for improvement and that my continued employment may be in jeopardy if I fail to correct the problems described above. I understand I may respond in writing to this counseling and that my response will be placed in my personnel file. Finally, I understand that I may discuss this counseling with a higher level of management, if I wish, without fear of retaliation.

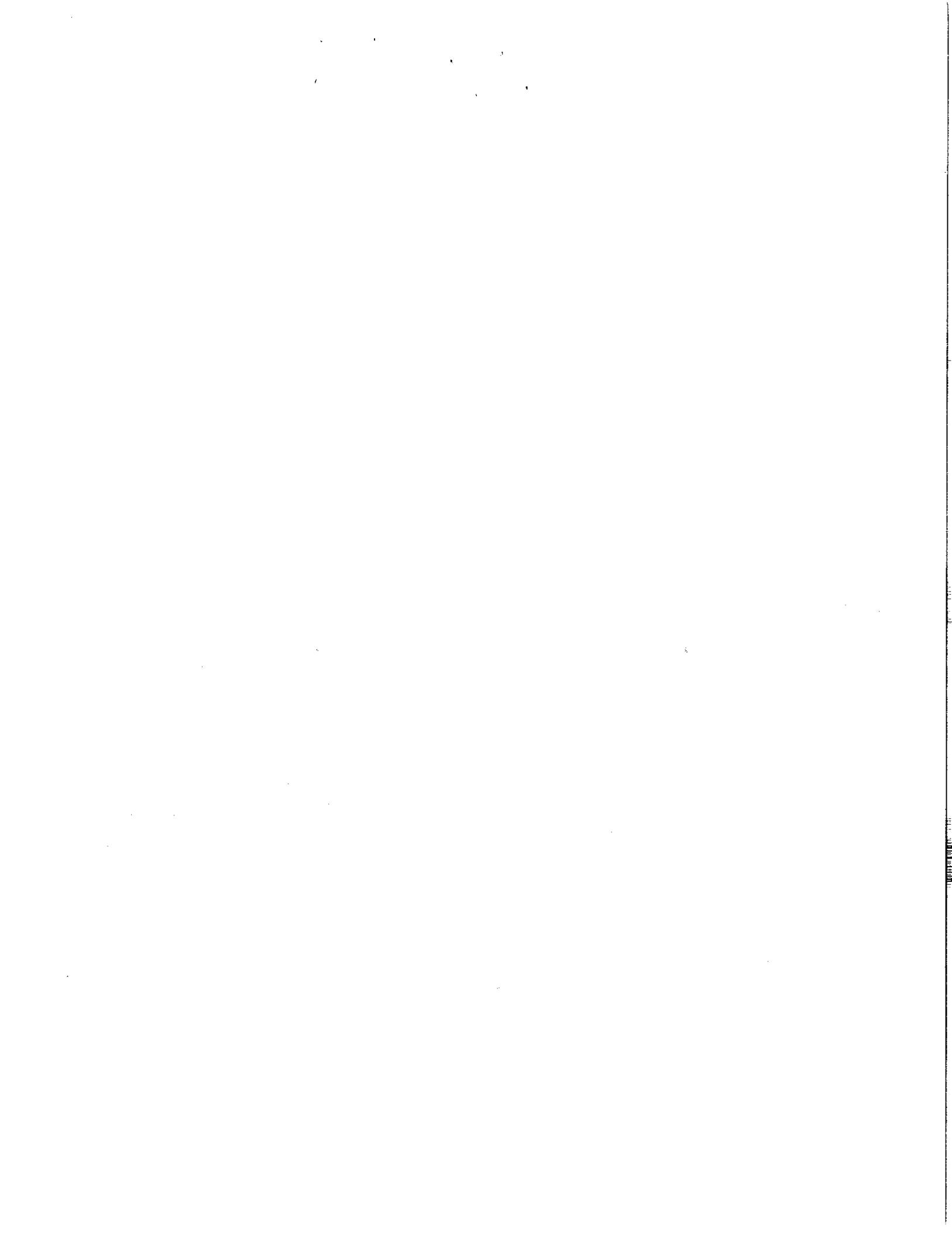
Nayeli Garcia
(Employee's Signature)

4/13/18
(Date)

EMPLOYEE'S COMMENTS: (continue on back of page or attach additional sheets, if necessary):

Original to Employee's Personnel File / Copy to Manager / Copy to Employee

¹ **Manager's Note:** If employee declines to sign, write "Employee Declined To Sign" on signature line. If practical, have another manager present who can sign this form as witness that counseling discussion did occur. Give a copy of completed form to employee, whether he/she signed it or not.



Nayeli Garcia

San Jose, CA • 408-802-5044 • nayeligarcia55@gmail.com

EXPERIENCE

MGM Drywall Inc., San Jose, CA

January 2017-June 2017

Office Administrator

- Composed, prepared and proofread the correspondence, office memos and reports for the office
- Manage multiple phone lines and directing phone calls in professional manner for upper management
- Support budgeting, bookkeeping procedures and other account reports using QuickBooks
- Create Invoices and update records and databases with financial, personal and other data
- Demonstrate excellent knowledge and proficiency in using MS office suite, Google Docs, Google Slides
- Instrumental in ordering supplies, inventory and budgeting assuring no over spending
- Entered employee's time for certified payroll; helped him/her with any HR questions or concerns

Apple, Sunnyvale, CA

August 2016 – October 2016

Desktop Support Technician

- Provided in-person support to Apple's marketing and communications department of over 300+ users
- Facilitated 1:1 new hire on-boarding support to ensure access to systems and software
- Re-imaged Mac laptops and prepared new user accounts based on job title
- Delegated tickets using the Best Practical request tracker ticketing system
- Effectively managed downtime to harness new skills and research common issues/ troubleshooting techniques

Facebook, Menlo Park, CA

February 2016-August 2016

IT Operations Project Coordinator

- Conducted new hire internal account audits globally for 800+ users and manually provision accounts through system administration to ensure employees have access to all of Facebook internal tools; which they will need in order to work with their team
- Generated weekly inventory reports within Salesforce and Excel and conducted weekly audits of IT equipment selection, provisioning and shipping for Facebook employees globally to ensure all new hires have appropriate devices
- Provided technical support during weekly orientation to 400+ new hires by troubleshooting technical issues, conducting iOS and Android mobile applications like Duo, MobileIron, and Facebook Bata applications as well as MAC OS and Windows OS
- Utilized data analytics within Salesforce to develop process improvements for future onboarding presentations
- Produced tickets utilizing Facebook's internal ticketing system (TASK) to report any software, hardware, and network related issues during new hire orientation
- Coordinated projects for IT operations to support onboarding and served as a liaison between Imaging, Telco, Inbound/Outbound and HR to ensure the delivery of IT equipment met time sensitive deadlines
- Updated weekly documents using Quip to keep our teams up to date with our daily updates

EDUCATION

Year Up & Foothill College, San Jose, CA

September 2015-Present

- Year Up is a selective, one year intensive I.T. training program that provides technical training, professional development, and a six month internship
 - **Technology and Troubleshooting Essentials and Lab:** Learned hardware and software skills troubleshooting skills in preparation for a help desk internship role
 - **Web Development:** Created a professional web page using HTML, CSS, and JavaScript
 - **Business Communications:** Refined verbal and written communication techniques for corporate environment
- Club member for Toastmasters

Evergreen Valley College, San Jose, CA

September 2012-May 2014

- Evergreen Women's Soccer Team Captain; Most inspiring player Award Recipient
- ENLANCE community and ENLACE Honor Roll
- Took various general education courses

LANGUAGE

- Fluent in Spanish

Nayeli Garcia

San Jose, CA • 408 802-5044 • nayeligarcia55@gmail.com

REFERENCES

SanniZhuo

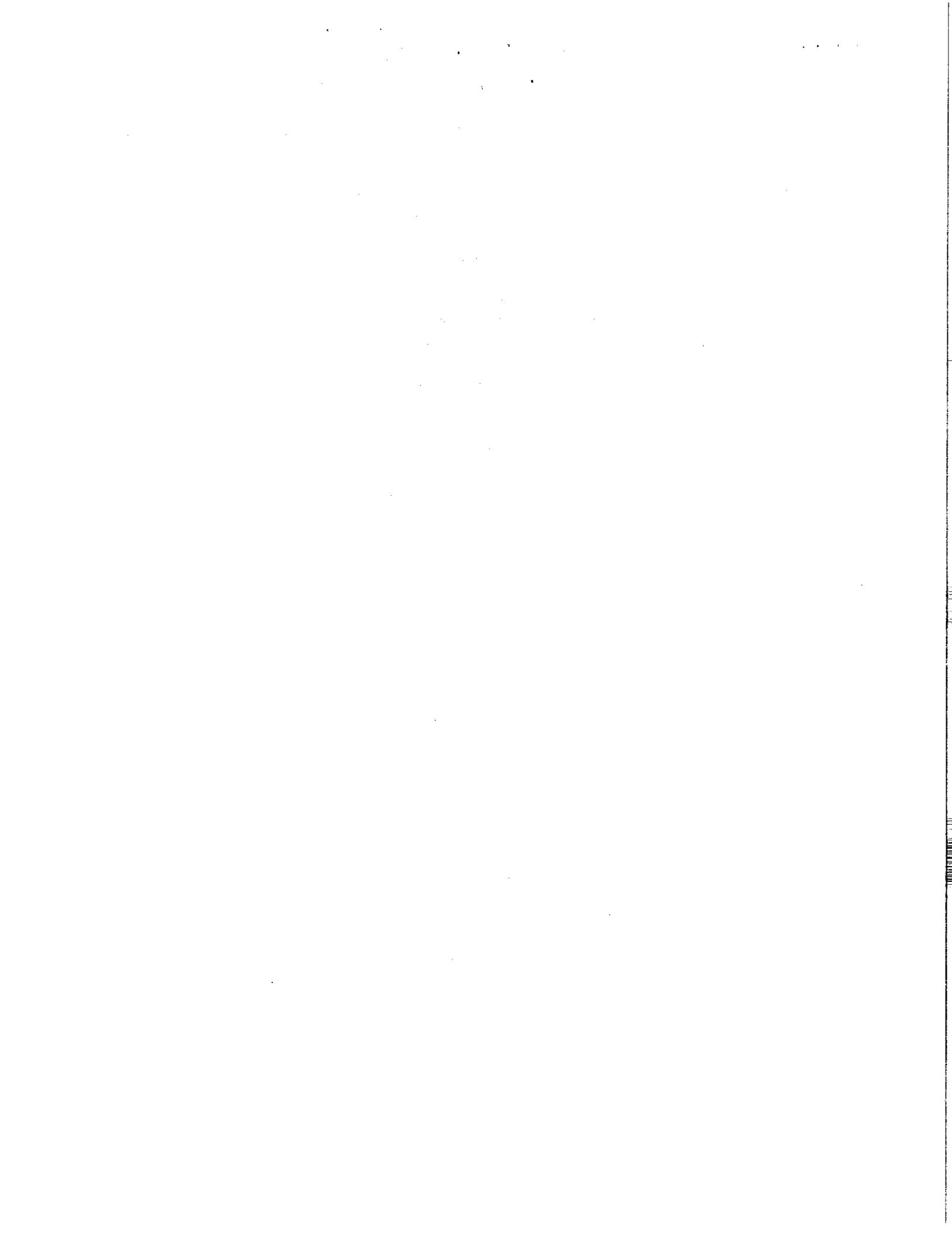
New Hire Operations Technician
Facebook, Milestone Technologies, Inc.
szhuo@fb.com
(650) 804-4814

Jason Maggiora

New Hire Orientation Facilitator
Facebook, Milestone Technologies, Inc.
maggiora@fb.com
(650) 924-6837

Michael Madriaga

Program Manager
Year Up Silicon Valley
MMadriaga@YearUp.org





Acrobat Outsourcing
Corporate Headquarters
665 Third Street, Suite 415, San Francisco, CA 94107
Phone: 415-431-8826 | Fax: 415-431-1580
www.acrobatoutsourcing.com

Employee Name: Nayeli Garcia

Waiver Effective Date: 05-04-18

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.

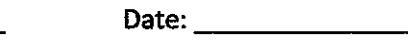
In order for this waiver to be valid, my supervisor must also authorize the waiver in writing by signing below.

Employee Authorization

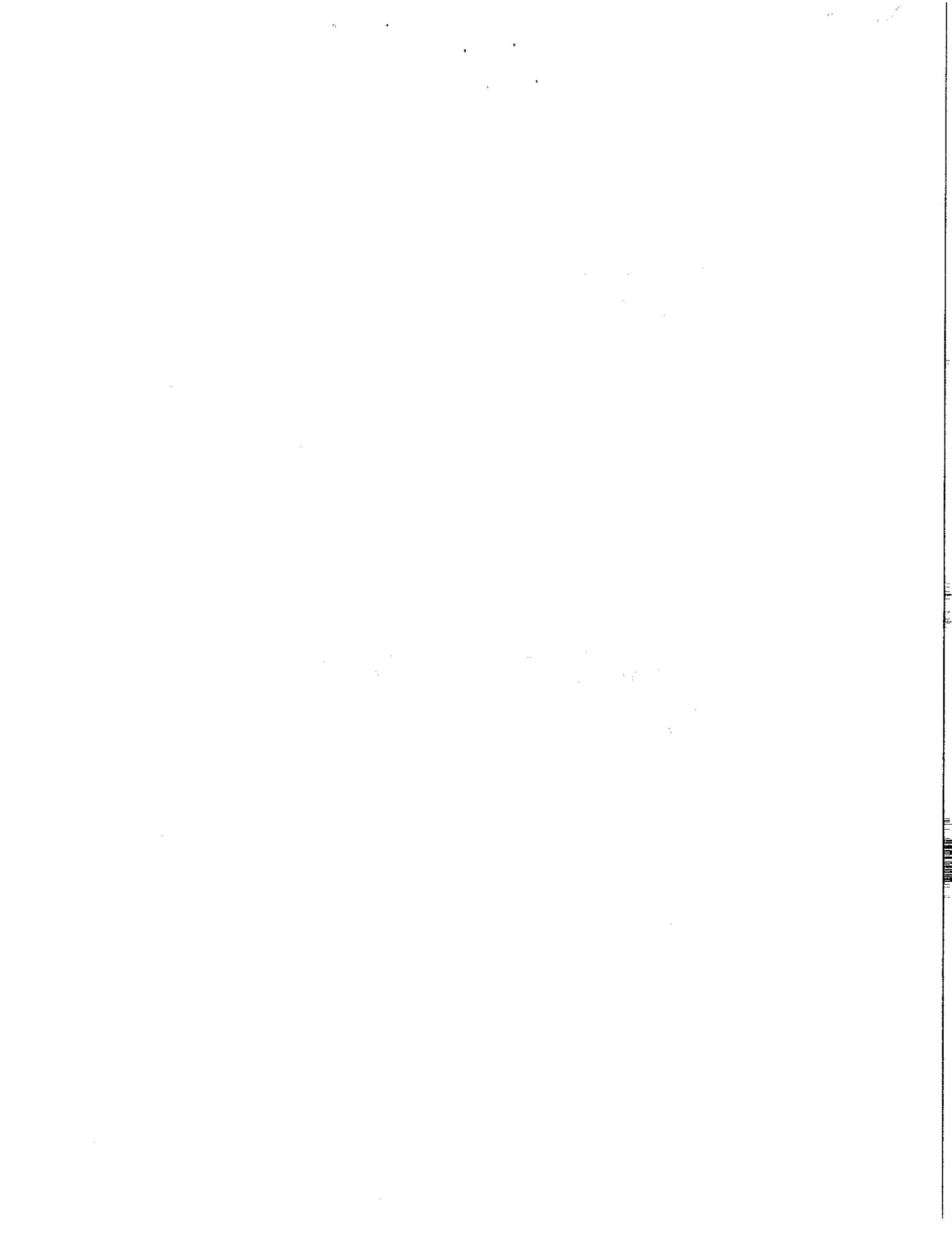
Employee Signature: 

Date: 05-04-18

Supervisor Authorization

Supervisor Signature: 

Date: _____



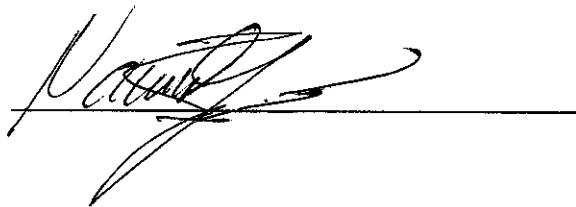


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Rest Periods Acknowledgement

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: 05-04-18

