



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: Breneda Lusella Date: 07/25/18

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:	Brenda
Last Name:	Landa Escobar
Start Date:	
Work Location:	
MZ Project Manager:	
Contact Phone:	(650) 776-0929
Contact Email:	landa.brenda9@gmail.com
Name of staffing or consulting firm contracted through:	
Assignment Duration (ex: 1 month, 3 months, 6+ months, etc.):	

- (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: 01/25/2018

CONTRACTOR

By: mfel  
Name: Alaura Cheung  
Title: Tenant Acquisition Coordinator  
Federal Tax I.D. Number: \_\_\_\_\_  
Address: 1585 The Alameda  
San Jose, CA 95124  
Date: 01/25/2018

