

## Patrick Miller

[millerino@gmail.com](mailto:millerino@gmail.com) (626) 390.8808

### EXPERIENCE

5/2011-Present || **Rucola Restaurant** **Executive Chef**, Owner

Opened a small 55-seat northern Italian restaurant focused on seasonal cooking utilizing local ingredients and as much house-made product as possible. Responsible for cultivating relationships with local farmers, organizing and orchestrating back of house everything, ordering, inventory, hiring and firing.

11/2009-2/2011 || **Gilt** Entremetier, Hot Apps

Worked on the hot apps and entremetier stations and was responsible for all aspects of the plates including saucemaking, fabrication, vegetable work, and butchery.

4/2009-10/2009 || **Pleasant Valley Farm**, Argyle, NY. Internship

I am currently an intern on an organic vegetable farm. We produce a large variety of vegetables, herbs, and some fruits. I am responsible for many different jobs around the farm, including greenhouse work, field cultivation, planting, and care of the laying hens and meat birds.

5/2008-9/2008 || **Mugaritz**, Erretera, Spain. Production, Plancha, Meat, Grill, Images/ Desarrollo (R&D)

While staging at Mugaritz, I worked the grill, plancha, production, meat station, the garden and Images /Desarrollo (the Research and Development department). Each station was responsible for a particular portion of service and was invaluable to the way I look at food. I&D was particularly interesting, as we developed the cuisine of the restaurant. The garden also provided the restaurant with a large amount of produce, which was amazing to work with.

8/2007-5/2008 || **Plumpjack**, San Francisco, CA. Sous Chef, Tournant

Organize and order all produce, proteins, dairy, and dry goods daily. Work every station in the kitchen and provide assistance during execution in service. Oversee daily station mise en place and employee organization. Responsible for butchering, sauce making, and charcuterie as well as menu development as produce and creativity dictate. Work creatively with the chef in developing menu items.

7/2006 - 8/2007 || **Rubicon**, San Francisco, CA. Garde Manger, Hot Apps

Worked the Garde Manger and Hot Appetizer stations. Performed daily mise-en-place as the evolving menu dictated. Responsible for all station mise en place as it pertained to daily service as well as private parties on a daily basis.

3/2005 - 7/2007 || **Globe**, San Francisco, CA. Garde Manger, Line Cook

Started in garde manger, in charge of all stocks, sauces, and appetizers. Shop weekly at the Farmers market for produce for Sunday's 4-course prix fixe menu. Moved up to line cook, where I cooked all pastas, starches, pizzas, whole fish, and vegetables. Assisted in menu development for Sunday prix fixe menus.

1/2004 - 8/2004 || **Farm Restaurant**, Redlands, CA, Sous Chef

Job duties entailed preparation and final cooking of sauces, fresh pasta, vegetables, and protein. Responsible for inventory management, and assisted in menu development.

### EDUCATION

**The Culinary Institute of America**, Hyde Park, NY, 2006

AOS Culinary Arts GPA: 3.8

**University of Redlands**, Redlands, CA, 2004

Bachelor of Arts, Double Major in International Relations and Spanish GPA: 3.7

### REFERENCES

Chef Joe Pasqualetto, *Rucola/Cassette Restaurant*, Brooklyn, NY (201)981.7603

Chef Roberto Argentina, *Farm Artisan Foods*, Redlands, CA (909) 792.1162

Chef Jason Tallent, *Globe Restaurant*, San Francisco, CA (415) 377.1615

Chef Stuart Briozza, *State Bird Provisions/The Progress*, San Francisco, CA sbriozza@hotmail.com

# Form W-4 (2019)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2019 if both of the following apply.

- For 2018 you had a right to a refund of all federal income tax withheld because you had no tax liability, and
- For 2019 you expect a refund of all federal income tax withheld because you expect to have no tax liability.

If you're exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

## General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

**Filers with multiple jobs or working spouses.** If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

**Nonwage income.** If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

**Line C. Head of household please note:** Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

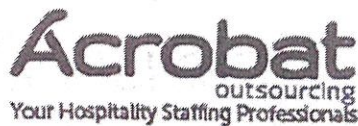
**Line E. Child tax credit.** When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

**Line F. Credit for other dependents.** When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.

Form <b>W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074	
		▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		<b>2019</b>	
1	Your first name and middle initial <b>PATRICK O</b>	Last name <b>Miller</b>	2 Your social security number <b>871 83 3767</b>		
3 <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withheld at higher Single rate. Note: If married filing separately, check "Married, but withheld at higher Single rate."					
4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ▶ <input type="checkbox"/>					
5	Total number of allowances you're claiming (from the applicable worksheet on the following pages) . . . . .				5 <b>2</b>
6	Additional amount, if any, you want withheld from each paycheck . . . . .				6 \$
7	I claim exemption from withholding for 2019, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here . . . . . ▶				7
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.) ▶					
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			9 First date of employment	10 Employer identification number (EIN)	





## 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.

Full Name Patrick Miller Date: 6/6/19  
Home Telephone (626) 390 8808 Other Telephone ( ) \_\_\_\_\_  
Present Address 278 St. James Pl. 2, Brooklyn, NY, 11238  
Permanent Address, if different from present address: \_\_\_\_\_  
Email Address patrick@facclabruttospirits.com

### EMPLOYMENT DESIRED

Position applying for: Cook Salary desired: \$30/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 X No \_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

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

Referral ☒ Name of Referral Claire Welle Newspaper ☐ Job Fair ☐ Agency ☐ Company Website ☐

Other Web Posting ☐ Other Source ☐

Could you work overtime, if necessary? Yes \_\_\_ No X If hired, on what date could you start working? 6/10/19

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		9am					
PM		5pm					
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 X If yes, when? \_\_\_\_\_

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

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

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

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.) \_\_\_\_\_



# Acrobat

outsourcing  
Your Hospitality Staffing Professionals

Pursuant to any and all Fair Chance Ordinances, 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?
Univ. of Redlands	Redlands, CA	Bachelors	Yes
CIA	Poughkeepsie, NY	AOS	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:			

## 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 X No      If so, may we contact your current employer? Yes X No     

Name and Address of Employer Rucola Restaurant, 190 Dean St. Brooklyn, 11217  
 Type of Business Restaurant Telephone No. (718) 576 3209 Supervisor's Name Julian Brizzi  
 Your Position and Duties executive chef. oversee all aspects of food & bev. fire & fire. Menu development.  
 Dates of Employment: From 4/11 To present  
 Reason for Leaving: Not leaving

Name and Address of Employer Gilt 455 Madison Ave, NY, NY  
 Type of Business restaurant Telephone No. ( ) CLOSED Supervisor's Name       
 Your Position and Duties Turnant. Line cook.  
 Dates of Employment: From 11/09 To 2/11  
 Reason for Leaving:     

Name and Address of Employer       
 Type of Business      Telephone No. ( ) Supervisor's Name       
 Your Position and Duties

**Acrobat**  
outsourcing  
Your Hospitality Staffing Professionals

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_

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 \_\_\_\_\_

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: Julian Brizzi Telephone No. (913) 634 6694

Address 190 Dean St. Brooklyn, 11217

Occupation: Restaurateur Relationship: Boss, Friend Number of Years Acquainted: 8

Name: Henry Rich Telephone No. (732) 689 3939

Address 333 Clinton Ave, Brooklyn, 11252

Occupation: Restaurateur Relationship: Boss, Friend Number of Years Acquainted: 8


Name: Jon Kupfer Telephone No. (339) 234 0111


Address 422 Bergen, Brooklyn, 11216


Occupation: chef Relationship: friend Number of Years Acquainted: 6

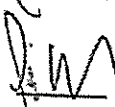
**Acrobat**  
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Your Hospitality Staffing Professionals

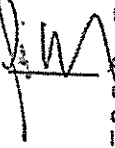
 Please Read Carefully, Initial Each Paragraph and Sign Below

 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.

 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.

 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.

 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.

 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

6-6-19





## Case Verification Number: 2019161182123GM

Report prepared: 06/10/2019

### Company Information

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Company ID: 139349

Company Name: Acrobat Outsourcing

Client Company ID: 139349

Client Company Name: Acrobat Outsourcing

### Employee Information

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Name: Patrick Miller

Date of Birth: 10/24/1981

U.S. Social Security Number: \*\*\*-\*\*-3767

Employee's First Day of Employment: 06/10/2019

Citizenship Status: U.S. Citizen

### Document Information

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List A Document: U.S. Passport or Passport Card

Document Number: 505101761

Expiration Date: 06/11/2023

### Case Information

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Case Status: Closed

Case Submitted By: Debbie McKee

Current Case Result: Employment Authorized

Reason for Closure: Employment Authorized Auto Close

# Absenteeism & Tardiness Policy

All Acrobat Outsourcing employees are expected to be at their client site prepared to work at the scheduled time. Regardless of the reason, absenteeism and tardiness are subject to disciplinary action. **Employees must clock in and out at all client sites.**

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

**Tardiness:** is defined as arriving late for work or returning late from breaks/meals, or early departure from work. Walking off of an assignment may lead to disciplinary action up to termination.

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## Policy

**Calling Off/Absent:** If you are not able to make it to your scheduled shift, you are required to give us 24-hour notice for a cancellation!

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

**NO CALL/NO SHOW:** Grounds for automatic termination.

**Clocking IN/OUT:** You are required every time to clock in and out of your shift. If there is no timesheet present at the time of clocking in/out, you must notify your staffing manager immediately.

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## Disciplinary Action

**First Occurrence:** Verbal Warning from Staffing Manager.

**Second Occurrence:** Employee will receive a written counseling form and placed on suspension. Any additional occurrences may result in further disciplinary action up to and including termination.

Signature



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## Injury Reporting Acknowledgement

Acrobat Outsourcing is committed to providing and maintaining a safe work environment. All employees play an important role in the safety and protection of other employees, clients, guests, and property. You must always set a good example to other employees and client's employees by following proper procedures. You must immediately report unsafe conditions as well as accidents. If your branch is located in Orlando, Atlanta or Auburn, all personnel injuries, regardless of severity, should be reported immediately to 1-800-252-5275 and give the nurse the Acrobat code: **DS9800**. If your branch is in another Acrobat location the injury must be reported immediately to 1-800-252-5275 and give the nurse the Acrobat code: **981100**. Additionally, you must notify your supervisor or Acrobat representative. Furthermore, the injury will be investigated and you will be asked details about how the injury occurred.

Acrobat Outsourcing reserves the right to test any employee, subject to state law and/or other contractual obligations, including but not limited to preemployment (including newly hired, rehired or reinstated employees), job transfers, reasonable cause, accidents with property damage or in this case, injuries requiring professional medical treatment. In compliance with all applicable laws, separation of employment may result after:

- a positive test for any drug not prescribed by a physician
- a deliberately tampered with or adulterated sample;
- a refusal to take the test.



Asking another person to take the test, or taking the test for another employee will result in Separation of Employment for all employees involved in the incident.

Please note, providing false information, or omitting pertinent information regarding a work-related injury will lead to termination. Any employee discovered to be making a fraudulent report will be reported to the Department of Insurance Regulation and prosecuted to the full extent of the law.

I, the undersigned employee, have read and understand employee injury reporting process. I understand that any work-related injury or illness must be reported immediately to **1-800-252-5275** and the Acrobat supervisor.

Form not yet accepted

## Authorization & Release to Obtain Information

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

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

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

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

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

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

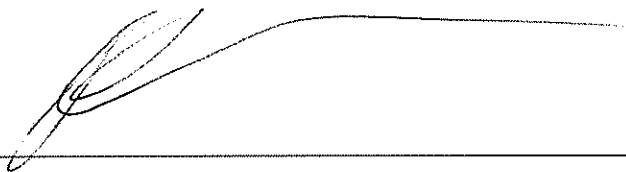
I hereby release and hold harmless any person, firm, or entity that discloses matters in accordance with this authorization, as well as **Acrobat Outsourcing** from liability that might otherwise result from the request for use of and/or disclosure of any or all of the foregoing information.

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

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

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

6/10/2019



## Unlawful Harassment & Sexual Harassment Policy

Acrobat Outsourcing is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Acrobat Outsourcing expects that all relationships among persons in the office will be business-like and free of bias, prejudice, and harassment.

Acrobat Outsourcing has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination, and retaliation. Acrobat Outsourcing will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the Director of Human Resources or a member of Acrobat Outsourcing management.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of Acrobat Outsourcing prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges, and perquisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

### Equal Employment Opportunity

It is the policy of Acrobat Outsourcing to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Acrobat Outsourcing prohibits any such discrimination or harassment.

### Retaliation

Acrobat Outsourcing encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Acrobat Outsourcing to promptly and thoroughly investigate such reports. Acrobat Outsourcing prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

### Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same

or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

## **Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

## **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to Acrobat Outsourcing (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

## **Reporting an Incident of Harassment, Discrimination or Retaliation**

Acrobat Outsourcing encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, any member of Acrobat Outsourcing management, Human Resources or any ombudsman. Acrobat Outsourcing also encourages employees to report any activity to (866)326-4571. See the complaint procedure described below.

In addition, Acrobat Outsourcing encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. Acrobat Outsourcing recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources, any member of Acrobat Outsourcing management or any ombudsman. Individuals may also report suspicious activity to (866) 326-4571.

Acrobat Outsourcing encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. Employees will be provided a Harassment Reporting Form. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Acrobat Outsourcing will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination, as Acrobat Outsourcing believes appropriate under the circumstances.

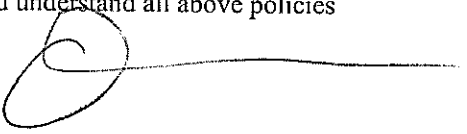
If a party to a complaint does not agree with its resolution, that party may appeal to Steve Scher, Chief Executive Officer.



False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of an appropriate disciplinary action.

### Acknowledgment

I have read and understand all above policies



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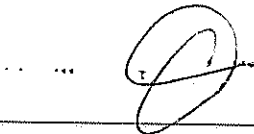
## Confidentiality & Non-Disclosure Agreement

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

I agree that I will not disclose any of the above mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of my employment or at any time thereafter, except as required in the course of my employment with Acrobat Outsourcing. I understand that I am immune from civil or criminal liability for disclosing trade secrets for the purpose of reporting or investigating a suspected violation of law, or for disclosing trade secrets in a legal proceeding if the information is filed under seal.

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

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



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