

APPLICATION FOR EMPLOYMENT CALIFORNIA

Equal Employment Opportunity Policy: We are committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

Position Desired: _____ [] Part time [] Full time Date_____

First

Middle

Name

(Print)

Present Address			How long have you lived there?		
Street and Number	City State	Zip Code	_ you lived there? _	Year	rs Months
Previous Address Street and Number		Zip Code	How long have _you lived there?	Yea	rs Months
Telephone No			•		
Have you ever worked for this C If yes, please give dates and po	Company before? esition:	[]Yes	[] No		
RECORD OF PREVIOUS EMPLO	YMENT				
Please list the names of your prese listed first. Be sure to account for a business name and supply busines	all periods of time in	cluding any	period of unemployn	n pres nent.	ent or last employer If self-employed, give
Present or Last Employer	Employed	You	ur Title or Position		Exact Reason for Leaving
Address City, State, Zip Code Telephone	From (mo/yr) To (mo/yr)		me and Title of st Supervisor	_	
Present or Last Employer	Employed	You	ur Title or Position		Exact Reason for Leaving
Address City, State, Zip Code Telephone	From (mo/yr) To (mo/yr)	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	me and Title of st Supervisor	_	



Present or Last Employer Address City, State, Zip Code Telephone	Employed From (mo/yr) To (mo/yr)		Your Title or Position Name and Title of Last Supervisor	Exact Reason for Leaving
Present or Last Employer Address City, State, Zip Code Telephone	Employed From (mo/yr) To (mo/yr)		Your Title or Position Name and Title of Last Supervisor	Exact Reason for Leaving
Present or Last Employer Address City, State, Zip Code Telephone	Employed From (mo/yr) To (mo/yr)		Your Title or Position Name and Title of Last Supervisor	Exact Reason for Leaving
Have you ever been terminated or If yes, please explain circumstance. Please explain fully any gaps in your may we contact your current emplements. Please indicate any actual experies the position for which you are applements.	our employment historoyer? [] Yes [] No.	ry:	o, please explain:	ch you feel are relevant to
Have you ever used another name assumed name, or nickname nece explain:	e? []Yes []No Is a essary to enable a che	ny ad eck o	ditional information relative to n your work and educational re	change of name, use of an ecord? If yes, please
If hired, can you furnish proof that Do you have adequate transportate	7/			



EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra- Curricular Activities
Elementary:	45678			
High School:	9 10 11 12			
College/University:	1234			
Graduate/Professional:	1 2 3 4			
Trade or Correspondence:				
Other:		ŀ		

PERSONAL REFERENCES

Please list persons who know you well -- not previous employers or relatives

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF THIRTY (30) DAYS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

Date	Signature of Applicant	



APPLICANT'S STATEMENT & AGREEMENT

- 1. In the event of my employment in a position with this Company, I will comply with all rules and regulations of this Company. I understand that the Company may require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the passing of a physical examination and/or background check. I consent to the disclosure of the results of any physical examination and related tests to the Company, and I agree to execute all required authorizations for a background check. I also understand that I may be required to take other tests such as personality and honesty tests, prior to and during my employment. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.
- 2. I further understand that the Company may contact my previous employers. I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby waive any rights or claims I have or may have against my former employers, their agents, employees, and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself. I also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.
- 3. I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview, is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is found to be false or incomplete in any respect, I may be dismissed. I understand 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.
- 4. I agree that, if hired, my employment shall not be for any specific duration and either the Company or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between the Company and me. My employment-at-will status, if I am hired, may only be changed in a written document signed by the president of the Company.
- 5. This is the entire agreement between myself and the Company regarding the length of my employment if hired, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement. If any term, provision, or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.
- 6. <u>Privacy Notice:</u> Pursuant to the California Consumer Privacy Act (CCPA), the Company is notifying you that by applying for a position, you are providing us the following categories of personal information that we may use to evaluate your candidacy for employment, communicate with you regarding your candidacy, and obtain and verify background checks, and references: Personal Identifiers (e.g., name, SSN); Contact Information (e.g., mailing address, email, phone number), Employment History (e.g., current and former positions held, work experience, and any certifications or licenses), and Education History. By signing below, I acknowledge and confirm that I have received and read and understand this notice, and I authorize and consent to the Company's use of the personal information it collects, receives or maintains for the business purposes identified above.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Signature of Applicant	Date



DISPUTE RESOLUTION AGREEMENT

- 1. I and the company to which I am submitting my application for employment ("the Company") agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my application for employment or employment by the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury.
- 2. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, claims for benefits brought before the Employment Development Department, claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any local agency that allows me to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this agreement.
- 3. My agreement to arbitrate claims against the Company includes claims I might bring against the Company's parent, subsidiary, affiliated or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company.
- 4. I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in the individual capacity of myself or the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. If under applicable law a representative claim under the California Private Attorneys General Act ("PAGA") is found to be unwaivable and such an action is pursued in court, I and the Company agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable.



- 5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide a written statement of my claim to the Company's HR Director, Monique Laufau at 3600 W Segerstrom Ave., Santa Ana, CA 92704. I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present any claim in arbitration before the statute of limitations expires for that type of claim.
- 6. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, or another qualified and impartial person that I and the Company decide upon. In the event we cannot agree on the selection of an arbitrator, I and the company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.
- 7. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act ("FAA") because both I and the Company are engaged in interstate commerce. To the extent they are not contrary to the FAA, the procedures of the California Arbitration Act ("Act") shall also apply. The Act is found at California Code of Civil Procedure section 1280 and following sections, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery, shall also apply. In any arbitration proceeding under this agreement, all California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed, unless I and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code Section 47(b). The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.
- 8. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum but I and the Company will be responsible for our own costs and for our attorneys' fees should we choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.
- 9. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be



enforceable. Under no circumstances shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however.

- 10. I acknowledge that if hired, my employment at the Company will be at-will. This means that I am not guaranteed employment for any specific period, and both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. I further acknowledge that nothing in this agreement shall affect or change my employment-at-will status.
- 11. I confirm that I have had time to read this agreement and an opportunity to ask the Company's representative any questions I had about the agreement prior to signing this agreement.

MY SIGNATURE BELOW CONFIRMS THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES THE COMPANY AND ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT, AND THAT I AND THE COMPANY ARE GIVING UP OUR RIGHTS TO A TRIAL BY JURY.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Signature
Print Full Name
Date