



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 (including traits historically associated with race, such as hair texture and protective hairstyles including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), 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 (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other protected status in accordance with all applicable federal, state and local laws.

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

Name _____
(Print) Last First Middle

Present Address _____ How long have you lived there? _____
Street and Number City State Zip Code Years Months

Previous Address _____ How long have you lived there? _____
Street and Number City State Zip Code Years Months

Telephone No. _____ Email: _____

Have you ever worked for this Company before? [] Yes [] No
If yes, please give dates and position: _____

Other Names Used: _____

RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including any period of unemployment. If self-employed, give business name and supply business references. [Add additional page if necessary]

Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____ Email _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u>
Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____ Email _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u>

Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____ Email _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	_____ Your Title or Position _____ Name and Title of <u>Last Supervisor</u> _____ _____	<u>Exact Reason for Leaving</u>
Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____ Email _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	_____ Your Title or Position _____ Name and Title of <u>Last Supervisor</u> _____ _____	<u>Exact Reason for Leaving</u>
Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____ Email _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	_____ Your Title or Position _____ Name and Title of <u>Last Supervisor</u> _____ _____	<u>Exact Reason for Leaving</u>

Have you ever been terminated or asked to resign from any job? [] Yes [] No
If yes, please explain circumstances:

Please explain fully any gaps in your employment history:

May we contact your current employer? [] Yes [] No. If No, please explain:

Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying.

Have you ever used another name? [] Yes [] No Is any additional information relative to change of name, use of an assumed name, or nickname necessary to enable a check on your work and educational record? If yes, please explain:

If hired, can you furnish proof that you are over 18 years of age? [] Yes [] No

Do you have adequate transportation to and from work? [] Yes [] No

EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra-Curricular Activities
Elementary:	4 5 6 7 8			
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate/Professional:	1 2 3 4			
Trade or Correspondence:				
Other:				

PERSONAL REFERENCES

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

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

Privacy Notice: 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.

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. **Privacy Notice:** 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 CALIFORNIA

1. Rudy Mariman & Co. ("the Company") and I 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 and/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, any individual claims under the California Private Attorneys General Act ("PAGA"), 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; the Company and I 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. By signing below, I expressly waive the right to bring a class or collective claim seeking any relief on behalf of others unless such waiver is prohibited by controlling law.

2. The only exceptions to binding individual 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 or other forms of compensation under the California Workers' Compensation Act, claims for benefits brought before the Employment Development Department, individual claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law, including but not limited to claims for sexual harassment and/or sexual assault brought under state or federal law unless I voluntarily elect to submit such claims to arbitration. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Civil Rights Department, 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, subsidiaries, affiliates, customers, 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, subsidiaries, affiliates, customers, or client entities. I also agree to arbitrate claims pursuant to the terms of this Agreement against any person or entity I allege to be a joint employer with the Company as well as claims brought against staffing companies, employee leasing companies, professional employer organization or payroll processing vendors that the Company has utilized.

4. Both the Company and I agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in my individual capacity or that of the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants in arbitration, or to permit such claims to proceed as a class, collective, or non-individual 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. I agree that should I elect to pursue any non-individual PAGA claims related to my employment with the Company, such claims will be stayed in court pending completion of the arbitration of any concurrently raised arbitrable disputes and individual claims covered by this Agreement.

5. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide written notice of such a claim to the Company's Human Resources Manager at 500 Newport Center Dr., STE 200 Newport Beach, California 92660. 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 notice of any claim in arbitration before the statute of limitations expires for that type of claim. At the beginning of any arbitration process under this agreement, the Company and I will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, retired United States District Court Judge or Magistrate, or another qualified and impartial person that the Company and I decide upon, and shall be subject to disqualification on the same grounds as would apply to a judge in a court proceeding. In the event we cannot agree on the selection of an arbitrator, the Company and I 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 the Company and I cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

6. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act ("FAA") because the Company is 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 the following sections. Section 1283.05 and all of the Act's other mandatory and permissive rights to discovery shall also apply, and the arbitrator shall have the same authority as a state or federal court would have **Error! Unknown document property name.**

to issue subpoenas to third parties for production of documents and for depositions, in addition to subpoenas to appear at any arbitration hearing. 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 the Company and I 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.

7. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum but the Company and I 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. It is agreed that the Company shall not be responsible for paying the arbitrator's fees and costs for the arbitration hearing sooner than 60 days before the commencement of the arbitration hearing.

8. If any term, provision, waiver or any portion of this agreement is deemed invalid, illegal, or unenforceable, the offending term, provision, waiver or portion shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow the joinder of claims in arbitration or arbitration on a class, collective, non-individual, or other similar basis. I acknowledge that this Agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

9. I confirm that I have had time to read this agreement and 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 VOLUNTARILY 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 APPLICATION FOR EMPLOYMENT AND EMPLOYMENT EXCEPT AS EXPRESSLY EXCLUDED HEREIN, AND THAT THE COMPANY AND I 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

[GIVE A COPY TO EMPLOYEE AND RETAIN ORIGINAL IN PERSONNEL FILE]

BACKGROUND CHECK AGREEMENT

I hereby authorize Rudy Mariman & Co. ("Company") and its designated agents and representatives to conduct a comprehensive review of my background, causing a consumer report and/or an investigative consumer report to be generated for employment purposes by a consumer reporting agency. I understand that a consumer report is a communication of information by a consumer reporting agency bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or expected to be used for purposes of serving as a factor in establishing my current and/or continuing eligibility for employment purposes. Prior to denying me employment based in whole or in part on information contained in a consumer report, the Company must provide me with a copy of the report, the name, address and telephone number of the consumer reporting agency that conducted the report and a description in writing of my rights under the Fair Credit Reporting Act.

I also understand that an investigative consumer report is different from a consumer report and consists of information obtained through personal interviews with individuals who may have knowledge of my character, general reputation, personal characteristics, or mode of living. I have the right to make a written request to the Company within a reasonable time to obtain a complete and accurate disclosure of the nature and scope of any investigative consumer report that the Company obtains about me. I further understand that the Company is required to disclose the nature and scope of the investigation to me, in writing, within five days after the Company receives my request for disclosure or the date the Company requests the investigative consumer report, whichever is later. I also have other rights under the Fair Credit Reporting Act, a summary of which is available at <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>.

I also understand that a consumer report and an investigative consumer report may include but is not limited to information regarding my credit history, criminal or civil records from any public agency in any or all federal, state, and county jurisdictions, driving history records, educational background, previous employment history, address history, birth records, Social Security traces, military records, professional licensure records, character references, eviction records, government records, and any other public records. I further understand that these reports may contain information concerning the reasons for termination of past employment.

I specifically authorize any individual, company, corporation, local, state, or federal agency, institution, school or university (public or private) or information service bureau to divulge any and all information, verbal or written, to the Company or its designated agents or representatives. I further authorize the complete release of any records or data pertaining to me which an individual, company, firm, corporation, or public agency may have, including information or data received from other sources. I understand that the Company may rely on this authorization to order additional consumer reports or investigative consumer reports during my employment without asking for my authorization again as allowed by law.

I hereby release the Company from any and all liability for damages of whatever kind, which may, at any time, result to me, my heirs, my family, or my associates because of compliance with this authorization to release information.

I have carefully read this authorization and consent form and affirm that I fully understand its contents. I also affirm that I voluntarily consent to any background check the Company may wish to conduct in connection with my application for employment. I also acknowledge that I have received a copy of the Summary of Rights under the Fair Credit Reporting Act.

Signature

Print Full Name

Date

Date of Birth (MM/DD/YYYY)

Social Security Number

State Issued & Driver's License Number