## APPLICATION FOR EMPLOYMENT

PRE-EMPLOYMENT QUESTIONNAIRE EQUAL OPPORTUNITY EMPLOYER

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## **AUTHORIZATION**

I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I understand that my employment is "at will" and may be terminated at any time, with or without cause, and I agree that no representative of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any promise of continued employment or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.

## MUTUAL ARBITRATION AGREEMENT - IMPORTANT - THIS AFFECTS YOUR RIGHTS

This Arbitration Agreement Supersedes and Voids any other Prior Dated Arbitration Agreement. It is agreed that any controversy, claim or dispute arising out of or relating to Applicant's application or candidacy for employment, employment and/or cessation of employment, and which is otherwise actionable at law, will be resolved exclusively by final and binding arbitration before a neutral Arbitrator under the laws of the State of California. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If any court of competent jurisdiction finds any part of this Arbitration Agreement is illegal, invalid or unenforceable, such a finding will not affect the legality, validity or enforceability of the remaining parts of the Agreement, and the illegal, invalid or unenforceable part will be stricken from the agreement. This agreement is negotiable and Applicant is free to seek the advice of an attorney before signing. This is a mutual agreement and is binding for claims of either party. For example, such claims include claims under Federal, State, and Local statutory or common law, including, but not limited to, wage and overtime claims under the California Labor Code or Federal Fair Labor Standards Act, claims under the California Fair Employment and Housing Act (Gov. Code § 12940, et seq.), the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the law of contract and the law of tort. This agreement shall not restrict any discovery rights or any remedy, including punitive damages or injunctive relief, as provided under California or federal law. Further, judgment upon the award rendered by the arbitrator or arbitrators must be in writing and may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Any such arbitration shall be conducted within the County of Los Angeles, California, or such other place as may be mutually agreed upon by the parties. Unless controlling authority requires otherwise, there shall be no right or authority for any dispute to be heard or arbitrated on a class action basis. Applicant agrees that this Waiver of Class Action applies to all claims of Applicant including claims arising prior to the date of this Agreement. The arbitrator may not consolidate more than one person's claims.

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