

pre-hire packet  
CALIFORNIA





## APPLICANT'S STATEMENT AND AGREEMENT

Please review thoroughly and sign agreement below if you are applying for a position with this Worksite Employer and Emplicity.

In the event of my employment in a position with StaffPay Inc, DBA Emplicity (hereinafter "Emplicity") and/or the Worksite Employer, I will comply with all rules and regulations of Emplicity and the Worksite Employer. I understand that Emplicity and the Worksite Employer reserve the right to 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. I consent to the disclosure of the results of any physical examination and related tests to Emplicity and the Worksite Employer. I also understand that I may be required to take other tests such as personality 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.

I further understand that Emplicity and the Worksite Employer may contact my previous employers and I authorize those employers to disclose to Emplicity and the Worksite Employer all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby fully 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 Emplicity and the Worksite Employer, 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 Emplicity and the Worksite Employer with any pertinent information they may have regarding myself. I also authorize Emplicity and the Worksite Employer to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

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 Emplicity or the Worksite Employer 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.

I, Emplicity and/or the Worksite Employer agree and acknowledge to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment. I, Emplicity, and/or the Worksite Employer each specifically waive and relinquish our rights to bring a claim against the other in a court of law and to have a trial by jury. I, Emplicity, and the Worksite Employer agree that any claim, dispute, and/or controversy that I may have against Emplicity (or its owners, directors, officers, managers, employees, or agents), or the Worksite Employer (or its owners, directors, officers, managers, employees, or agents), or Emplicity or the Worksite Employer may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. 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, Employment Development Department claims, or other claims that are not subject to arbitration under current law. Moreover, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).



I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself, Emplicity, or the Worksite Employer. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or 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, enforceability, or scope of this Agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing 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, Emplicity, the Worksite Employer, and I agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable.

In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All 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. 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 Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this Agreement's modifications to the CAA's procedures, the arbitrator shall extend the times set by the CAA for the giving of notices and setting of hearings. Awards 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.

If hired, I agree as follows: My employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by Emplicity, the Worksite Employer, or me at any time and for any reason whatsoever, with or without good cause. This is the entire agreement between Emplicity, the Worksite Employer, and I regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this Agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by myself, the President of the Worksite Employer, and the President of Emplicity. No supervisor or representative of Emplicity or the Worksite Employer, other than their Presidents, has any authority to enter into any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement.

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.

If you have any questions regarding this statement, please ask an Emplicity or Worksite Employer representative before signing. I hereby acknowledge that I have read the above statements and understand the same.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT**

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE



# APPLICATION FOR EMPLOYMENT

Interactive fillable form or please print legibly with blue or black ink.

## PERSONAL INFO

LAST NAME		FIRST NAME		MIDDLE NAME	
EMAIL ADDRESS					DATE / /
PRESENT ADDRESS			CITY	STATE	ZIP
PHONE	POSITION DESIRED				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time

## PERSONAL HISTORY

HAVE YOU EVER WORKED FOR THE WORKSITE BUSINESS BEFORE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, PLEASE GIVE THE DATE(S) AND DETAILS:		
IF HIRED, CAN YOU PROVIDE PROOF OF AUTHORIZATION TO WORK IN THE U.S. FOR ANY EMPLOYER?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## 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 military service and any period of unemployment. If self-employed, give firm name and supply business references. [Add additional page if necessary.]

PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP			
TELEPHONE			
PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP			
TELEPHONE			
PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP			
TELEPHONE			
PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP			
TELEPHONE			



# APPLICATION FOR EMPLOYMENT

Please print legibly with blue or black ink.

## EMPLOYMENT INFO

HAVE YOU BEEN TERMINATED OR ASKED TO RESIGN FROM ANY JOB?  Yes  No  
IF YES, PLEASE EXPLAIN THE CIRCUMSTANCES: \_\_\_\_\_

MAY WE CONTACT YOUR CURRENT EMPLOYER?  Yes  No  
IF NO, PLEASE EXPLAIN: \_\_\_\_\_

PLEASE EXPLAIN FULLY ANY GAPS IN YOUR EMPLOYMENT HISTORY: \_\_\_\_\_

ARE YOU AVAILABLE IMMEDIATELY?  Yes  No

WILL YOU ACCEPT NIGHT OR SHIFT WORK?  Yes  No

ARE YOU ABLE TO WORK WEEKENDS?  Yes  No

AVAILABILITY TO WORK:  
 Full Time       Part- Time/ Number of Hours \_\_\_\_\_       Temporary/AvailableThrough \_\_\_\_\_

DO YOU HAVE ADEQUATE TRANSPORTATION TO AND FROM WORK?  Yes  No

IF DRIVING IS A REQUIREMENT OF THE POSITION APPLIED FOR, DO YOU HAVE A VALID DRIVER'S LICENSE?  
 Yes, provide license # and class: \_\_\_\_\_  No

IF DRIVING IS A REQUIREMENT OF THE POSITION APPLIED FOR, DO YOU HAVE ACTIVE AUTO INSURANCE?  Yes  No

IF DRIVING IS A REQUIREMENT OF THE POSITION APPLIED FOR, HAVE YOU HAD YOUR LICENSE SUSPENDED OR REVOKED IN THE LAST 3 YEARS?  
 No       Yes, please explain \_\_\_\_\_

IF HIRED, CAN YOU FURNISH PROOF THAT YOU ARE OVER 18 YEARS OF AGE?  Yes  No

ARE YOU CAPABLE OF SATISFACTORILY PERFORMING THE ESSENTIAL JOB DUTIES REQUIRED OF THE POSITION FOR WHICH YOU ARE APPLYING?  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?  
 Yes (Explain) \_\_\_\_\_  No

PLEASE INDICATE ANY EXPERIENCE, SPECIAL TRAINING AND QUALIFICATIONS YOU HAVE WHICH YOU FEEL ARE RELEVANT TO THE POSITION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

## PERSONAL REFERENCES

Please list persons you know well, not previous employers or relatives.

NAME	OCCUPATION	ADDRESS (STREET, CITY, STATE)	TELEPHONE NUMBER	# OF YEARS KNOWN

## SIGNATURE

This application will be considered for a maximum of thirty (30) days. If you wish to be considered for employment after that time, you must re-apply. I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION (INCLUDING ATTACHED FORMS, IF ANY) IS TRUE AND ACCURATE.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_