

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 to 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 and honesty tests, prior to employment and during my employment. I understand that should I decline to sign this consent or decline to 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/or the Worksite Employer may obtain Public Records about me as part of a background investigation and that I may waive my right to receive a copy of such Public Records by checking the box to the right. []

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 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 the Worksite Employer agree to utilize binding 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, except to the extent I opt out of certain portions of this arbitration agreement as set forth below. I specifically waive and relinquish my right to bring a claim against Emplicity and/or the Worksite Employer, in a court of law and to have a trial by jury, and this waiver shall be equally binding on any person who represents or seeks to represent me in a lawsuit against Emplicity and/or the Worksite Employer in a court of law and to have a trial by jury. Similarly, Emplicity and the Worksite Employer specifically waive and relinquish their rights to bring a claim against me in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Emplicity and/or the Worksite Employer in a lawsuit against me 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 that 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). The FAA applies to this agreement because both Emplicity and the Worksite Employer business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, 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 exception to the requirement of 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. However, 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). Unless I have exercised my right to opt out of the terms of this Paragraph as provided for herein, 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 other claims or controversies involving any other employees or parties, or permit such claims or controversies 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 scope or enforceability of this Agreement 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. 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, and I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement. 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. Due to the nature of the class action waiver, both Emplicity and the Worksite Employer have provided me with the ability to opt out of the class action waiver set forth above. Accordingly, I acknowledge and understand that my agreement to waive the right to pursue or participate in the consolidation or joinder of other claims or controversies involving any other employees or parties, or have such claims or controversies proceed on a class or collective action, is voluntary and that execution of this document is not a condition of employment. I understand I may elect to opt out of the class action waiver and retain any right I may have to bring an action in court on a class or collective



basis by either sending an e-mail to emplicity-hr@emplicity.com, or by sending written correspondence, via certified mail, to Emplicity, c/o Emplicity Human Resources Consultant, 9851 Irvine Center Drive, Irvine, CA 92618. To be effective, I must clearly and unambiguously indicate that I opt out of the class action waiver contained within this Agreement. Correspondence must be received within thirty days of execution of this Agreement and, if not, the parties agree that the class action waiver is binding. I understand that I will be reimbursed for costs associated with postage, if applicable. Requests for reimbursement for such costs shall be made to Emplicity Human Resources Consultant by providing a receipt demonstrating costs incurred with the mailing.

I understand and agree to this binding arbitration provision, and I, the Worksite Employer and Emplicity give up our right to trial by jury of any claim, the Worksite Employer and/or Emplicity may have against me.

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 the Employee regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior

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

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 portion of this Agreement is deemed invalid or unenforceable, it shall not invalidate the other provisions of this Agreement subject to this provision. If any portion of the Class-Collective Action Waiver is deemed invalid or unenforceable, and certain claims are determined not to be subject to the Class-Collective Action Waiver ("Exempt Claim" or "Exempt Claims"), then the parties shall proceed as follows: (i) the parties shall arbitrate on an individual basis any non-Exempt Claim to the maximum extent permitted by law; and (ii) any party seeking to bring or maintain any Exempt Claim shall do so in court. Employee, Emplicity and the Worksite Employer agree that litigation of any Exempt Claim should be stayed pending final resolution of all non-Exempt Claims in arbitration so that litigation of the Exempt Claim(s) does not disrupt the arbitration proceedings or render them ineffective; no party shall oppose the other party's request for a stay. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, representative or other similar basis.



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	
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	
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	
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 _____