

BOTTEGA LOUIE

APPLICATION FOR EMPLOYMENT

Position Desired: _____

Application 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 did you live there? _____

Street and Number City State Zip Code Years Months

Telephone No.: _____ Cell Phone #: _____ E-Mail: _____

Have you ever worked for this Company before? Yes No

If yes, please give dates and position: _____

How did you hear about the position? _____

Were you referred by a current Employee? If so, who? _____

AVAILABILITY:

What is the date you will be available to start working? _____

Desired number of working hours per week: _____

List the hours you are available to work in the chart below. Write "Open" if you have no time constraints.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
AM							
PM							

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:				

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 military service and any period of unemployment. If self-employed, give company name and supply business references. [Use space at end of Application or add additional page(s) if necessary]

<hr/> Present or Last Employer <hr/> Address <hr/> City, State, Zip Code <hr/> Phone Number	<p style="text-align: center;"><u>Employed</u></p> <hr/> From (mo/yr) <hr/> To (mo/yr)	<p style="text-align: center;"><u>Your Title or Position</u></p> <hr/> <p style="text-align: center;"><u>Supervisor's Name and Title</u></p> <hr/> <hr/>	<p style="text-align: center;"><u>Exact Reason for Leaving</u></p> <hr/> <hr/> <hr/>
<hr/> Present or Last Employer <hr/> Address <hr/> City, State, Zip Code <hr/> Phone Number	<p style="text-align: center;"><u>Employed</u></p> <hr/> From (mo/yr) <hr/> To (mo/yr)	<p style="text-align: center;"><u>Your Title or Position</u></p> <hr/> <p style="text-align: center;"><u>Supervisor's Name and Title</u></p> <hr/> <hr/>	<p style="text-align: center;"><u>Exact Reason for Leaving</u></p> <hr/> <hr/> <hr/>
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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

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying?
 Yes No

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

If you are applying for a position that involves the service of alcoholic beverages, are you of the required age (18 years) to serve alcohol? Yes No

If a driver's license is required for the position for which you are applying, do you have a current driver's license?

Yes No Issuing State _____ License No.: _____ Expiration Date: _____

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:

How many days of work have you missed in the last three years due to reasons *other than paid holidays and vacation*?

YEAR NUMBER OF DAYS

YEAR NUMBER OF DAYS

YEAR NUMBER OF DAYS

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 INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE, ACCURATE, AND COMPLETE.

_____ **Date**

_____ **Signature of Applicant**

(Incomplete and/or unsigned applications, including signing of the accompanying Applicant's Statement and Agreement, will not be considered.)

APPLICANT'S STATEMENT & AGREEMENT

In the event of my employment to a position in this Company, I will comply with all rules and regulations of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs or alcohol 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 the Company. 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.

I understand that the Company participates in E-verify as a means to verify the identity of Employees. The Company will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new Employee's Form I-9 to confirm work authorization. I understand E-verify is not used as a pre-screening tool for employment

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 hereby state that all the information that I have provided on this application, or any other documents completed or provided by me in connection with my application or employment, or in any interview, is true, accurate, and complete. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided is found to be false or incomplete in any respect, I may be dismissed.

I also acknowledge that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I and the Company both agree that any claim, dispute, and/or controversy that either party may have against one another (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other applicable state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of 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, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration. In order to provide for the efficient and timely adjudication of claims, the arbitrator is prohibited from consolidating the claims of others into one proceeding. This means that an arbitrator will hear only my individual claims and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group of employees in one proceeding, to the maximum extent permitted by law. Thus, the Company has the right to defeat any attempt by me to file or join other employees in a class, collective, representative or joint action lawsuit or arbitration (collectively "class claims"). I further understand that I will not be disciplined, discharged, or otherwise retaliated against for exercising my rights under Section 7 of the National Labor Relations Act, including but not limited to challenging the limitation on a class, collective, representative or joint action. I understand and agree that nothing in this agreement shall be construed so as to preclude me from filing any administrative charge with, or from participating in any investigation of a charge conducted by, any government agency such as the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission; however, after I exhaust such administrative process/investigation, I understand and agree that I must pursue any such claims through this binding arbitration procedure. I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce. I agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). However, in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: 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. Resolution of the dispute 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. 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 Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. If CCP § 1284.2 conflicts with other substantive statutory provisions or controlling case law, the allocation of costs and arbitrator fees shall be governed by said statutory provisions or controlling case law instead of CCP § 1284.2. **BOTH THE COMPANY AND I AGREE THAT ANY ARBITRATION PROCEEDING MUST MOVE FORWARD UNDER THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 3-4) EVEN THOUGH THE CLAIMS MAY ALSO INVOLVE OR RELATE TO PARTIES WHO ARE NOT PARTIES TO THE ARBITRATION AGREEMENT AND/OR CLAIMS THAT ARE NOT SUBJECT TO ARBITRATION: THUS, THE COURT MAY NOT REFUSE TO ENFORCE THIS ARBITRATION AGREEMENT AND MAY NOT STAY THE ARBITRATION PROCEEDING DESPITE THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE § 1281.2(C). I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY.**

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 either the Company (employer) or me at any time and for any reason whatsoever, with or without good cause. This is the entire agreement between the Company and me 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 the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make 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 portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT, PLEASE ASK A COMPANY REPRESENTATIVE BEFORE SIGNING. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT. MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Signature of Applicant

Date