

EMPLOYMENT APPLICATION

Personal Data

Name:

Date:

Address:

City:

St.:

Zip

Home Phone:

Message Phone:

Do you have a valid driver's license? Yes ☐ No ☐

License No.

Exp. Date:

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

Have you been cited for a traffic violation of any kind within the last FIVE years? Yes ☐ No ☐

If yes, please give date and details:

Who were you referred by?

Position Applying For:

Are you legally able to work in the USA as a citizen or permanent resident? Yes ☐ No ☐

If no, please give date and details:

Education

| Education | Elementary | High School | College/University | Graduate/Professional |
|--|------------|-------------|--------------------|-----------------------|
| School Name | | | | |
| Years Completed: (Circle) | 4 5 6 7 8 | 9 10 11 12 | 1 2 3 4 | 1 2 3 4 |
| Diplomas or Degrees | | | | |
| Describe Course of Study or Major | | | | |
| Describe Specialized Training, Military Experience, Skills & Extra-Curricular Activities | | | | |

Record of Previous Employment

Please list the names of your 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 you were self-employed, give the business name and supply business references. (Attach extra pages if necessary.)

| | | | | |
|--------------------------|----------------|-------|-------------------------|--------------------|
| Present or Last Employer | Employed | Pay | Your Title or Position | Reason for Leaving |
| | From (mo./yr.) | Start | | |
| Address | | \$ | | |
| City, State, Zip | To (mo./yr.) | Final | Name of Last Supervisor | |
| Telephone | | \$ | | |
| Previous Employer | Employed | Pay | Your Title or Position | Reason for Leaving |
| | From (mo./yr.) | Start | | |
| Address | | \$ | | |
| City, State, Zip | To (mo./yr.) | Final | Name of Last Supervisor | |
| Telephone | | \$ | | |
| Previous Employer | Employed | Pay | Your Title or Position | Reason for Leaving |
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| City, State, Zip | To (mo./yr.) | Final | Name of Last Supervisor | |
| Telephone | | \$ | | |
| Previous Employer | Employed | Pay | Your Title or Position | Reason for Leaving |
| | From (mo./yr.) | Start | | |
| Address | | \$ | | |
| City, State, Zip | To (mo./yr.) | Final | Name of Last Supervisor | |
| Telephone | | \$ | | |

References

List professional references who are familiar with the quality of your work, have worked directly with you, and have known you at least two years.

| Name | Occupation | Address | Telephone | Years Known |
|------|------------|---------|-----------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Information

Have you ever been terminated or asked to resign from any job? Yes ☐ No ☐

If yes, explain the circumstances:

Please explain any gaps in your employment history:

May we contact your most current employer? Yes ☐ No ☐

Experience

Please indicate any actual work experience you have in any of the following areas or positions:

| | | | |
|---|--|--|--|
| Administration <ul style="list-style-type: none"> <input type="checkbox"/> Office Manager <input type="checkbox"/> Bookkeeper <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Accounts Payable <input type="checkbox"/> Payroll Clerk <input type="checkbox"/> Warranty Clerk <input type="checkbox"/> Data Entry <input type="checkbox"/> Cashier <input type="checkbox"/> Job Costing <input type="checkbox"/> Receptionist <input type="checkbox"/> Insurance Claims <input type="checkbox"/> Word Processing <input type="checkbox"/> Computer Accounting <input type="checkbox"/> Financial Statements <input type="checkbox"/> Financial Analysis <input type="checkbox"/> Real Estate <input type="checkbox"/> Tax Returns | Sales <ul style="list-style-type: none"> <input type="checkbox"/> Sales Person Retail <input type="checkbox"/> Sales Person Service <input type="checkbox"/> Sales Person Wholesale <input type="checkbox"/> Department Sales Manager <input type="checkbox"/> Regional Sales Manager <input type="checkbox"/> Leasing Manager <input type="checkbox"/> Salesperson (New Car) <input type="checkbox"/> Sales Person (Used Car) <input type="checkbox"/> Phone Sales <input type="checkbox"/> Customer Service Representative Training/Certifications (Please list below) | Production <ul style="list-style-type: none"> <input type="checkbox"/> Frame Technician <input type="checkbox"/> Universal Bench Systems <input type="checkbox"/> Dedicated Jig Systems <input type="checkbox"/> Body Technician <input type="checkbox"/> Mig Welding <input type="checkbox"/> Oxy/Acetylene Welding <input type="checkbox"/> Mechanic <input type="checkbox"/> Suspension & Steering <input type="checkbox"/> Wheel Alignment <input type="checkbox"/> Plastic Repair <input type="checkbox"/> Cooling Systems <input type="checkbox"/> Air Conditioning <input type="checkbox"/> ABS Brakes <input type="checkbox"/> Air Bag Systems <input type="checkbox"/> Exhaust Systems <input type="checkbox"/> Automotive Electrical <input type="checkbox"/> Apprentice/Helper <input type="checkbox"/> Color Matching <input type="checkbox"/> Computerized Paint Mixing <input type="checkbox"/> Paint Preparation <input type="checkbox"/> Refinish Technician <input type="checkbox"/> Machine Polishing <input type="checkbox"/> Detailer <input type="checkbox"/> Maintenance <input type="checkbox"/> Glass Installation | Other <ul style="list-style-type: none"> <input type="checkbox"/> Shop Manager <input type="checkbox"/> Service Manager <input type="checkbox"/> Service Writer/Advisor <input type="checkbox"/> Estimator <input type="checkbox"/> Insurance Adjuster <input type="checkbox"/> Insurance Appraiser <input type="checkbox"/> Shop Foreman <input type="checkbox"/> Production Manager <input type="checkbox"/> Department Manager <input type="checkbox"/> Parts Manager <input type="checkbox"/> Parts Counter Person <input type="checkbox"/> Inventory Control <input type="checkbox"/> Purchasing Agent <input type="checkbox"/> Advertising/Marketing Computer Skills (Please list below) |
|---|--|--|--|

Remarks and Special Qualifications: (Please include any computer systems and programs with which you are familiar.)

I hereby state that all the information that I provided on this application is true and correct.

Signature of Applicant

Date

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 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. Further, I understand that at any time after I am hired, the Company may require me to submit to an alcohol test, to the extent permitted by law. 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 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.

By signing below, I acknowledge that the Company may contact my previous employers and 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 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 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 further understand that as a condition of employment, I may be required to complete additional documentation which would permit the Company and its designated Investigative Consumer Reporting Agency to conduct an investigation of my background, which may include inquiry into my past employment, education, and activities, including, but not limited to, credit, criminal background information and driving record.

☐ I do not wish to receive a copy of the Investigative Consumer (background) Report at no cost, if the Company collects, assembles, evaluates, compiles, reports, transmits, transfers, or communicates information on my character, general reputation, personnel characteristics, or mode of living, for employment purposes, which are matters of public record, and does not use the services of an investigative consumer reporting agency.

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, 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. I understand and agree that after I exhaust administrative investigation through the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission, I must pursue any such claims through this binding arbitration procedure. I acknowledge that the Company's business (repairing automobiles and selling automobiles and parts coming from outside the State) 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. I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY.

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

If hired, I agree as follows: My employment and compensation are terminable at-will, are for no definite period, and my employment and compensation may be terminated by the Company (employer) at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. Consequently, all terms and conditions of my employment, with the exception of the arbitration agreement, may be changed or withdrawn at Company's unrestricted option at any time, with or without good cause. No implied, oral or written agreements contrary to the express language of this agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than the President of the Company (or majority owner or owners if Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee to terminate employment with or without good cause and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforced.

If you have any questions regarding this statement, please ask a Company 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

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SIGNATURE OF APPLICANT

DATE

DECLARACION Y ACUERDO DEL SOLICITANTE:

En caso de que se me empleara para ocupar un cargo en esta Compañía, cumpliré con todos los reglamentos y reglas de la misma. Comprendo que, antes de emplearme y en cualquier momento durante mi empleo, La Compañía se reserva el derecho de exigirme que me someta a un análisis para detectar la presencia de drogas en mi organismo, dentro de lo permitido por la ley. Comprendo también que cualquier oferta de empleo puede depender del hecho que yo pase un examen médico. Además, comprendo que en cualquier momento después de que se me emplea, la Compañía podría exigirme que me someta a un análisis de presencia de alcohol, dentro de lo permitido por la ley. Estoy de acuerdo con que se divulgue a la Compañía los resultados de los exámenes físicos y análisis correspondientes. Comprendo asimismo que, antes de emplearme y durante mi empleo, se me podría exigir que tome otras pruebas tales como pruebas de la personalidad y honestidad. Comprendo que si me rehúso a firmar este consentimiento o a someterme a cualquier de los exámenes, análisis o pruebas antes mencionados, se podría rechazar mi solicitud de empleo o se podría despedir del mismo. Comprendo que una fianza podría ser una condición de empleo. Si lo es, se me informará, que sea antes o después de emplearme y se tendrá que llenar una solicitud de fianza.

Por mi firma abajo, comprendo que la Compañía podría comunicarse con mis empleadores anteriores y autorizo a dichos empleadores a divulgar a la Compañía todos los expedientes e información pertinente a mi empleo con ellos. Además de autorizar la entrega de cualquier información relativa a mi empleo, por el presente renuncio totalmente a cualquier derecho o reclamo que tenga o pueda tener contra mis empleadores anteriores, sus agentes, empleados y representantes, así como otras personas que divulguen información a la Compañía y los libero de toda y cualquier responsabilidad, reclamo o daños que puedan ser consecuencia directa o indirecta del uso, divulgación o entrega de dicha información por cualquier persona o parte, ya sea que dicha información sea a mi favor o en contra mía. Autorizo a las personas nombradas en el presente como referencias personales a que proporcionen a la Compañía cualquier información pertinente que tengan respecto a mi persona. También comprendo que, como condición de empleo, es posible que tendré que llenar otra documentación para que la Compañía y su agente investigativo de consumidor podría investigar mi historia, que incluye mi empleo, educación y actividades, incluyendo mi expediente de crédito, expediente criminal y mi expediente de manejo.

☐ No quiero una copia de mi expediente investigativo de consumidor sin costo a mí, si es que la Compañía investiga, reporta, colecta, evalúa o comunica información acerca de mi historia, que incluye mi empleo, educación y actividades, incluyendo mi expediente de crédito, expediente criminal y mi expediente de manejo, aun que la Compañía no usa el servicio de un agente investigativo de consumidor.

Entiendo que la Compañía fomenta un sistema alternativo para la resolución de disputas, lo cual incluye arbitraje obligatorio para resolver todas las disputas que se surjan en relación con mi empleo. Porque el arbitraje da muchos beneficios (tal como menos costos y mas eficaz), Yo y la Compañía aceptamos voluntariamente que cualquier reclamo, disputa o controversia (incluyendo, pero no limitarse a, cualquier queja de hostigamiento y/o discriminación, que sean basadas en el Fair Employment and Housing Act de California, Título VII del Decreto de Derechos Civiles de 1964, como enmendado, tal como otras leyes aplicables del estado o federales) que de otra forma requeriría o permitiría recurrir a cualquier tribunal u otro foro gubernamental para la solución de disputas entre mi persona y la Compañía (o sus propietarios, directores, funcionarios, oficiales, gerentes, empleados, agentes y personas o compañías afiliadas con sus planes de beneficios y médicos para empleados) que surjan de, se relacionen con, o tengan cualquier relación o conexión, sea con el hecho que yo busque empleo con, ser empleado por u otra relación con la Compañía, que se base en leyes sobre agravios, contratos, estatutarios o equitables u otras (a excepción de reclamos que se basen en el National Labor Relations Act en frente del National Labor Relations Board, reclamos para recibir beneficios médicos o por discapacidad bajo el California Workers Compensation Act, y reclamos en el Employment Development Department), será presentado ante y determinado exclusivamente por arbitraje legalmente obligatorio. También comprendo y estoy de acuerdo de que después de terminar el proceso de investigación administrativo con el "Department of Fair Employment and Housing" y/o el "Equal Employment Opportunity Commission", tengo que presentar tales reclamos al arbitraje legalmente obligatorio. Estoy de acuerdo de que el negocio de la Compañía (componer automóviles y vender automóviles y piezas de repuesto que vienen de afuera del Estado bajo el Decreto Federal) y la índole de mi empleo en ese negocio sobre Arbitrajes afecta el comercio. Acepto que el arbitraje y este Acuerdo serán controlados por el Decreto Federal sobre Arbitrajes, de acuerdo con los procedimientos de Decreto sobre Arbitrajes de California (Código de Procedimiento Civil de California, sección 1280 et seq., sobre procedimientos, incluyendo la sección 1283.05 y todas las demás disposiciones obligatorias y permisivas de descubrimiento que se encuentran en el Decreto); a condición de que, además de los requisitos exigidos por la ley, cualquier árbitro sea un Juez jubilado de la Corte Superior de California y será sometido a descalificación tal como un Juez del mismo Corte. Tal como sea aplicable que se rige en una demanda civil en los tribunales de California, lo siguiente se aplicará y se observará: todos los reglamentos sobre alegatos (incluyendo el derecho de excepción preventiva); todos los reglamentos de constancia; todos los reglamentos con respecto a una moción para desher una demanda, una moción por un juicio sobre los alegatos, una moción por un juicio sumario (total o parcial); y/o, una moción por un juicio de acuerdo con Sección 631.8 del Código de Procedimiento Civil. La resolución de la disputa se basará únicamente en las leyes que gobiernen los reclamos alegados y las defensas, y que el árbitro no pueda invocar ninguna base que no sea la que controla dicha ley (incluyendo pero sin limitarse a nociones de "causa justificada"). El árbitro tendrá la inmunidad de un juez de responsabilidad civil cuando se acta en la capacidad de un árbitro. Esta inmunidad supercede otras formas de inmunidad. Asimismo, todas comunicaciones durante los procedimientos de arbitraje son privilegiados en acuerdo con el Código Civil de California, Sección 47(b). Como sea razonablemente necesario para permitir uso y beneficio total de las modificaciones de este acuerdo, el árbitro se extenderá los límites de tiempo que se enuncian en el Decreto con respecto a dar noticias y fijar cualquier audición arbitral. Las adjudicaciones se incluirá una decisión escrita que se expone sus razones por la misma. Si hay un conflicto entre la Sección 1284.2 del Código de Procedimiento Civil y cualquier otra ley o decisión del tribunal, el costo del arbitraje y el árbitro se controla por dicha ley o decisión del tribunal en vez de la Sección 1284.2. Comprendo que al aceptar este acuerdo respecto al arbitraje legalmente obligatorio, tanto YO COMO LA COMPAÑÍA RENUNCIAMOS A NUESTROS DERECHOS DE SOMETERNOS A JUICIO POR JURADOS.

Por el presente declaro que toda la información que yo he suministrado en esta solicitud o cualquier otro documento presentado en relación con mi empleo, y durante cualquier entrevista es verdadera y correcta. No he retenido nada que podría, si fuera revelado, afectar esta solicitud en forma desfavorable. Comprendo que si se me emplea y, más adelante se descubre que cualquier parte de dicha información es falsa en cualquier respecto, se me puede despedir.

Si se me emplea estoy de acuerdo con lo siguiente: mi empleo y remuneración pueden terminarse a voluntad, son por un plazo indefinido, y la compañía (empleador) puede dar por terminados mi empleo, remuneración, u otros términos y/o condiciones de empleo (con excepción del acuerdo de arbitraje) en cualquier momento y por cualquier motivo, con o sin motivo suficiente a opción de la compañía o mía. Ningun acuerdo implícito, oral o escrito que contradiga el lenguaje expreso de este acuerdo es válido a menos que sea por escrito y firmado por el Presidente de la compañía (o el propietario mayoritario a propietarios mayoritarios si la compañía no es una sociedad anónima). Ningun supervisor ni representante de la compañía que no sea el Presidente de la misma (o el propietario mayoritario o propietarios mayoritarios si la compañía no es una sociedad anónima) tiene autoridad para firmar un acuerdo que contradiga lo antedicho. Este acuerdo es el acuerdo total entre la compañía y yo respecto al derecho de la compañía, o el mío para terminar el empleo con o sin motivo suficiente, y este acuerdo toma el lugar de todos los acuerdos, representaciones y entendimientos anteriores y contemporáneos entre la compañía y yo.

Si es que un término o una provisión, o una porción del mismo, se declare inválido o que no se pueda ser impuesto, lo mismo será cortados y lo demás de este acuerdo será válido y impuesto.

Si tiene alguna pregunta acerca de esta declaración, sirvase hacerla a un representante de la compañía antes de firmar el documento. Por el presente atesto que he leído la declaración anterior y que comprendo su contenido.

NO FIRME EL DOCUMENTO ANTES DE LEER LA DECLARACION Y ACUERDO ANTERIOR.

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FIRMA DEL CANDIDATO

FECHA