

REFERENCES

LIST THE NAMES OF THREE PERSONS, NOT RELATED TO YOU, WHOM YOU HAVE KNOWN FOR AT LEAST ONE YEAR.

NAME AND ADDRESS	PHONE	BUSINESS/OCCUPATION	NUMBER OF YRS. ACQUAINTED
1. _____			
2. _____			
3. _____			

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR OF ANY CRIME FOR WHICH YOU SERVED A JAIL OR PRISON SENTENCE? (OMIT REFERENCES TO CONVICTIONS UNDER **HEALTH AND SAFETY** CODE SECTIONS 11357 (A) OR (B), 11360 (C), 11364, 11365, OR 11550 RELATED TO MARIJUANA WHICH OCCURRED TWO OR MORE YEARS AGO AND ANY POST TRIAL DIVERSION PROGRAM. _____.

ARE YOU CURRENTLY AWAITING TRIAL FOR ANY CRIMINAL OFFENSE? _____.

HAVE YOU EVER INITIATED AN ACT OF VIOLENCE IN THE WORKPLACE? _____.

A **AYES**≡ ANSWER WILL NOT NECESSARILY DISQUALIFY YOU.. PLEASE EXPLAIN ANY **AYES**≡ ANSWER SO THAT INDIVIDUAL CIRCUMSTANCES CAN BE CONSIDERED. USE ADDITIONAL PAPER IF NECESSARY.

NOTICE: NEW EMPLOYEES ARE REQUIRED TO PRODUCE VERIFICATION OF THEIR LEGAL RIGHT TO WORK IN THE UNITED STATES. IF YOU ARE OFFERED EMPLOYMENT, CAN YOU PRODUCE SUFFICIENT DOCUMENTATION OF YOUR IDENTITY AND RIGHT TO WORK IN THE UNITED STATES AND ATTEST UNDER PENALTY OF PERJURY THAT THE DOCUMENTS YOU PRODUCE ARE GENUINE AND RELATE TO YOU? _____

APEX=S POLICY IS TO FILL EVERY POSITION WITHOUT REGARD TO *RACE, COLOR, RELIGION, CREED, SEX, MARITAL STATUS, AGE, NATIONAL ORIGIN, ANCESTRY, DISABILITY, MEDICAL CONDITION, OR ANY OTHER CONSIDERATION* MADE UNLAWFUL BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS. **APEX** IS AN EQUAL OPPORTUNITY EMPLOYER AND SELECTS EMPLOYEES ON THE BASIS OF QUALIFICATION. PLEASE CONTACT THE PERSONNEL DEPARTMENT OF APEX IF YOU HAVE QUESTIONS OR COMPLAINTS REGARDING THIS POLICY.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT FALSIFICATION, MISREPRESENTATION OR OMISSIONS OF FACTS CALLED FOR WILL RESULT IN IMMEDIATE DISMISSAL OR REMOVAL OF MY APPLICATION FROM CONSIDERATION. I AUTHORIZE APEX TO SECURE INFORMATION ABOUT MY EXPERIENCE WITH FORMER EMPLOYERS, EDUCATION INSTITUTIONS AND AGENCIES, AND FOR THOSE PARTIES TO PROVIDE INFORMATION CONCERNING MY EXPERIENCE, RELEASING ALL PARTIES FROM ANY LIABILITY ARISING THEREFROM. _____ INITIALS

IF I AM EMPLOYED BY **APEX** , I AGREE TO CONFORM TO THE RULES AND REGULATIONS OF **APEX**. **I ALSO UNDERSTAND AND AGREE THAT EXCEPT FOR ARBITRATION AND EMPLOYMENT AT-WILL STATUS, MY WAGES, HOURS, WORKING CONDITIONS, JOB ASSIGNMENTS, AND COMPENSATION RATES ARE SUBJECT TO CHANGE BY APEX.** I UNDERSTAND MY EMPLOYMENT CAN BE TERMINATED, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE, AT ANY TIME AT THE OPTION OF **APEX OR MYSELF**. I UNDERSTAND THAT, OTHER THAN RICHARD MULHOLLAND (OWNER) OF APEX, NO MANAGER, SUPERVISOR OR REPRESENTATIVE HAS THE AUTHORITY TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING AND THEN ONLY IN WRITING. _____ INITIALS

ARBITRATION

I AGREE THAT ALL CLAIMS BY ME DURING THE APPLICATION PROCESS, INCLUDING BUT NOT LIMITED TO, UNLAWFUL DISCRIMINATION AND /OR HARASSMENT AND ALL CLAIMS BY ME ARISING DURING MY EMPLOYMENT (IF I AM OFFERED AND ACCEPT EMPLOYMENT), INCLUDING BUT NOT LIMITED TO , UNLAWFUL DISCRIMINATION, HARASSMENT, WRONGFUL DEMOTION, WRONGFUL TERMINATION, INVASION OF PRIVACY, DEFAMATION AND/OR BREACH OF CONTRACT, WILL BE PRESENTED TO A NEUTRAL ARBITRATOR FOR FINAL AND BINDING DECISION IN ACCORDANCE WITH PROCEDURES ADOPTED BY **APEX** AFTER INVESTIGATION PROCEDURES WITH THE **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**, IF ANY, ARE COMPLETE. NOTHING IN THIS AGREEMENT AFFECTS MY RIGHTS OR THE COMPANY=S RIGHTS OF ACCESS TO THE NATIONAL LABOR RELATIONS BOARD PROCEEDINGS OR TO PETITION FOR JUDICIAL REVIEW OF A DECISION ISSUED AFTER AN ADMINISTRATIVE HEARING.

I ALSO AGREE THAT IF ANY COURT OF COMPETENT JURISDICTION DECLARES THAT ANY PART OF THIS ARBITRATION AGREEMENT IS ILLEGAL, INVALID OR UNENFORCEABLE, SUCH A DECLARATION WILL NOT AFFECT THE LEGALITY, VALIDITY OR ENFORCEABILITY OF THE REMAINING PARTS OF THIS AGREEMENT .

THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO CIVIL COURT ACTIONS FOR CLAIMS ARISING OUT OF THE APPLICATION PROCESS AND MY EMPLOYMENT, IF OFFERED. ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE CLAIM OR DISPUTE.

APPLICANT SIGNATURE

DATE

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ AND UNDERSTAND THE FOREGOING AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION ON THIS FORM IS TRUE AND CORRECT. MY SIGNATURE BELOW ALSO CERTIFIES THAT I AGREE TO THE EMPLOYMENT AT WILL RELATIONSHIP AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF EMPLOYMENT STATED IN THIS APPLICATION, INCLUDING ARBITRATION OF DISPUTES AS SET FORTH ABOVE, IF I AM EMPLOYED BY **APEX**. THIS APPLICATION CONTAINS ALL THE UNDERSTANDINGS AND AGREEMENTS BETWEEN ME AND **APEX** CONCERNING THE NATURE OF MY EMPLOYMENT, IF ANY BY **APEX** AND SUPERSEDES ALL PRIOR AND /OR CONTEMPORANEOUS PRACTICES, ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, STATEMENTS, REPRESENTATIONS AND PROMISES, EXPRESS OR IMPLIED, BETWEEN ME AND **APEX** . I UNDERSTAND AND AGREE THAT NO PERSON WHO IS EITHER AN AGENT OR EMPLOYEE OF **APEX** , MAY MODIFY, DELETE, VARY OR CONTRADICT, WHETHER ORALLY OR IN WRITING, THE TERMS AND CONDITIONS OF EMPLOYMENT SET FORTH HEREIN.

APPLICANT SIGNATURE

DATE

PLEASE NOTE: APEX CONSIDERS APPLICATIONS FOR A 30- DAY PERIOD. IF YOU WISH TO BE CONSIDERED AFTER 30 DAYS FROM THE DATE OF YOUR APPLICATION, PLEASE REAPPLY.