# APPLICATION FOR EMPLOYMENT SOLICITUD DE EMPLEO

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GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU , WHOM YOU HAVE KNOWN AT LEAST ONE YEAR DE EL NOMBRE DE TRES PERSONAS QUE NO SEAN SUS PARIENTES, Y A QUIENES CONOZCA AL MENOS UN AÑO REFERENCES/ REFERENCIAS YEARS KNOWN **BUSINEESS / PROFESION** PHONE / TELEFONO NAME / NOMBRE **AÑOS QUE LO CONOCE** NO YES HAVE YOU EVER BEEN CONVINCED OF PLEAD GUILTY /CON CONTEST TO A CRIME? SI ALGUNA VEZ HA SIDO CONDENADO O SE HA DECLARADO CULPABLE DE ALGUN DELITO IF YES , EXPLAIN. SI ASI ES, EXPLIQUE (A CONVICTION RECORD WILL NOT NECESSARILY EXCLUDE YOU FROM CONSIDERATION. THIS INFORMATION WILL BE USED ONLY FOR JOB RELATED PURPOSES AND ONLY TO THE EXTENT PERMITTED BY LAW / UNA PENA NO LO EXCLUIRA NECESARIAMENTE COMO POSTULANTE LA INFORMACION SE USARA SOLO PARA FINES RELACIONADOS CON EL TRABAJO Y HASTA DONDE LA LEY LO PERMITA) AUHORIZATION / AUTORIZACION "I CERTIFY THAT THE FACTS CONTAINED IN THIS APPLICATIONS ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND UNDERSTAND THAT, IF EMPLOYED, FALSIFIED STATEMENTS ON THIS APPLICATIONS SHALL BE GROUNDS FOR DISMISSAL. I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED HEREIN AND THE REFERENCES AND EMPLOYERS LISTED ABOVE TO GIVE YOU ANY AND ALL INFORMATION CONCERNING MY PREVIOUS EMPLOYMENT AND ANY PERTINENT INFORMASTION THEY MAY HAVE, PERSONAL OR OTHERWISE, AND RELEASE THE COMPANY FROM ALL LIABILITY FOR ANY DAMAGE THAT MAY RESULT FROM UTILIZATION OF SUCH INFORMATION. I ALSO UNDERSTAND AND AGREE THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING, UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE. THIS WAIVER DOES NOT PERMIT THE RELEASE OR USE OF DISABILITY -RELATED OR MEDICAL INFORMATION IN A MANNER PROHIBITED BY THE AMERICANS WITH DISABILITIES ACT ( ADA) AND OTHER RELEVAT FEDERAL AND STATE LAWS." "CERTIFICO QUE LOS DATOS CONTENIDOS EN ESTA SOLICITUD SON A MI MEJOR SABER Y ENTENDER VERDADEROS Y COMPLETOS A SU VEZ ENTIENDO QUE SI ME EMPLEAN, LAS DECLARACIONES FALSAS CONTENIDAS EN ESTA SOLICITUD SERAN CAUSA DEL DESPIDO. AUTORIZO QUE SE INDAGUEN TODOS LOS DATOS, LAS REFERENCIAS Y LOS EMPLEADORES CONTENIDOS EN ESTA SOLICITUD, CON EL FIN DE RECABAR INFORMACION RELATIVA A MIS EMPLEOS ANTERIORES Y TODA LA INFORMACION PERTINENTE, PERSONAL O DE CUALQUIER OTRO TIPO QUE LOS MISMOS PUDIERAN APORTAR Y LIBERO A LA COMPAÑIA DE CUALQUIER RESPONSABILIDAD POR CUALQUIER DAÑQUE PUDIERA RESULTAR POR LA UTILIZACION DE DICHA INFORMACION TAMBIEN ENTIENDO Y ACEPTO QUE NINGUN REPRESENTANTE DE LA COMPAÑIA ESTA FACULTADO PARA HACER UN CONTRATO POR ALGUN PERIODO DETERMINADO NI PARA HACER UN CONTRATO CONTRARIO A LO PROCEDENTE A MENOS QUE EL MISMO SEA POR ESCRITO Y FIRMADO POR UN REPRESENTANTE AUTORIZADO POR LA COMPAÑIA ESTA DENEGACION NO PERMITE DIVULGACION NI EL USO DE INFORMACION MEDICA O RELACIONADA CON DISCAPACIDDADES, TAL COMO LO ESTABLECE LA ADA (LEY DE ESTADOUNIDENSES CON DISCAPACIDADES) Y OTRAS LEYES FEDERALES Y ESTATALES PERTINENTES." BY SIGNING THIS APPLICATION I HAVE AGREED THE AGENCY ARBITRATION AGREEMENT AS WELL AS FOR BOTH THE CONSENT TO BACKGROUND CHECK AND REFERENCE CHECK AS WELL AS FOR THE DRUG TEST CONCENT FORM DATE / FECHA: SIGNATURE / FIRMA:

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And the second s	EMPLOYMENT MANAGER		DEPARTMENT HEAD		GENER	AL MANAGER	-

# Form **W-4**

**Employee's Withholding Certificate** 

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

2023

OMB No. 1545-0074

Department of the Treasury Internal Revenue Service

Your withholding is subject to review by the IRS.

Step 1:	(a) First name and middle initial	Last name		(b) So	cial security number
Enter Personal Information	Address  City or town, state, and ZIP code			name of card? I credit for	our name match the on your social security f not, to ensure you get or your earnings, SSA at 800-772-1213
	(c) Single or Married filing separately Married filing jointly or Qualifying surviving s Head of household (Check only if you're unmai		of keeping up a home for y	or go to	o www.ssa.gov.
Complete Ste	ps 2–4 ONLY if they apply to you; otherwison from withholding, other details, and privac	se, skip to Step 5. See page cy.	2 for more information	on on ea	ach step, who can
Step 2: Multiple Job or Spouse Works	Complete this step if you (1) hold more also works. The correct amount of wire Do only one of the following.  (a) Reserved for future use.  (b) Use the Multiple Jobs Worksheet  (c) If there are only two jobs total, you option is generally more accurate higher paying job. Otherwise, (b) is TIP: If you have self-employment incomes	thholding depends on incomon on page 3 and enter the resulum ay check this box. Do the than (b) if pay at the lower pass more accurate	e earned from all of the lit in Step 4(c) below; same on Form W-4	nese job or for the c	os. other job. This
	ps 3–4(b) on Form W-4 for only ONE of the ate if you complete Steps 3–4(b) on the Form			os. (You	r withholding will
Step 3:	If your total income will be \$200,000	or less (\$400,000 or less if ma	arried filing jointly):		
Claim	Multiply the number of qualifying of	children under age 17 by \$2,0	00 \$	_	
Dependent and Other	Multiply the number of other depe	endents by \$500	. \$	-	
Credits	Add the amounts above for qualifying this the amount of any other credits.		ents. You may add to		\$
Step 4 (optional): Other Adjustments	<ul> <li>(a) Other income (not from jobs).         expect this year that won't have w         This may include interest, dividence     </li> <li>(b) Deductions. If you expect to claim</li> </ul>	vithholding, enter the amount ds, and retirement income .	of other income here	. 4(a)	\$
7.0,00	want to reduce your withholding, the result here				\$
	(c) Extra withholding. Enter any addi	tional tax you want withheld e	each <b>pay period</b>	4(c)	\$
Step 5: Sign Here	Under penalties of perjury, I declare that this certi	ificate, to the best of my knowled	dge and belief, is true, c	orrect, a	nd complete.
	Employee's signature (This form is not va	llid unless you sign it.)	Da	ite	
Employers Only	Employer's name and address		First date of employment	Employe number	er identification (EIN)

Cat. No. 10220Q

#### MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (this "Agreement") is between Staffing Agency and its subsidiaries and affiliated entities on the one hand, and the undersigned employee of the agency ("Employee" or "I," "me" or "my"), on the other hand, in consideration of the mutual promises stated in this Agreement.

#### 1. Agreement to Arbitrate Disputes

Employment Agency Performance Team, and I recognize that differences may arise during, between, or following my employment with agency and assignment to Agency as a temporary laborer. Employment Agency and I agree and understand that by entering into this Agreement, Employment Agency and I prefer the benefits of a speedy, impartial dispute-resolution procedure if we cannot enter into an informal resolution agency and I agree to all of the following terms and conditions:

## 2. Applicability of the Federal Arbitration Act

Employment agency and I agree that the arbitration and this Agreement shall be governed by the Federal Arbitration Act ("FAA") and acknowledge that Agency business and the nature of my employment affect interstate commerce. This Agreement is a transaction in interstate commerce and therefore the FAA governs the interpretation and enforcement of this Agreement.

## 3. Final and Binding Arbitration

Employment agency and I understand and agree that we will arbitrate disputes and claims under this Agreement instead of a court trial before a judge and/or a jury. Employment Agency and I understand and agree that, by signing this Agreement, we are expressly waiving any and all rights to a trial before a judge and/or a jury regarding any disputes and claims which we now have or which we may in the future have that are subject to arbitration under this Agreement. We also understand and agree that the arbitrator's decision will be final and binding on all parties, subject to confirmation and review on the grounds set forth in the FAA.

#### 4. Claims Covered by the Agreement

Except as otherwise expressly provided in this Agreement, Employment agency, and I agree to settle by final and binding arbitration the following claims ("Arbitrable Claims") arising out of or relating in any way to my hiring or employment by the agency, my work or performance of services on behalf of the agency or the ending of my employment with the employment agency or the end of my assignment to which the employment agency may have against me or which I may have against the agency or against any past or present officer, director, employee, agent, benefit plan sponsor, fiduciary or administrator of the agency, each in their capacity as such, and all successors and assigns of all the aforementioned persons and entities: any and all claims involving conduct alleged to be in violation of any local, state or federal statute, regulation, ordinance or common law, including without limitation any dispute with regard to the formation, performance, interpretation, application or termination of this Arbitration Agreement, the creation of any employment relationship, any employment relationship or termination thereof, the purported validity, interpretation, enforceability

or breach of any policies or procedures, any purported employment agreement, any disputes or claims regarding my compensation (including but not limited to any claims pertaining to overtime pay, minimum wage or meal/rest breaks), harassment, discrimination, retaliation or any claim whatsoever arising out of my employment with the agency or my assignment to perform services for Performance Team.

# 5. Claims Not Covered by the Agreement

This Agreement does not apply to or cover the following claims: (a) claims that are subject to any binding grievance and arbitration provisions set forth in any collective bargaining agreement that covers the terms and conditions of my employment at the agency; (b) claims by me for workers' compensation benefits; (c) claims by me for unemployment insurance benefits; (d) claims by me for federal or state disability insurance benefits; (e) claims brought in a court of competent jurisdiction by either me or the agency to compel arbitration under this Agreement, to enforce an arbitration award, or to obtain preliminary injunctive and/or other equitable relief in support of claims to be prosecuted by either party in arbitration; (f) claims based upon a pension or benefit plan that contains an arbitration provision or other dispute resolution procedure, in which case the provisions of such plan shall apply; (g) claims that are currently pending in litigation in any forum; (h) representative actions under the California Private Attorneys General Act or other federal, state or local statutes or ordinances of similar effect; however, the Parties agree that such representative actions shall be stayed pending the completion of arbitration of all Arbitrable Claims; and (i) any claim not identified as an "Arbitrable Claim" in Section 4 above. Nothing in this Agreement is intended to or does prohibit the filing of an administrative charge with any federal, state or local government agency, office or official ("Government Complaint").

#### 6. Class Action Waiver

The Agency and I agree that we must bring all claims covered by this Agreement against the other party only in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding. To the maximum extent permitted by law, the parties hereby waive any right to bring on behalf of any person other than themselves, or to otherwise participate with other persons, in any class or collective action. This provision shall not constitute a waiver of any right I may have under Section 7 of the National Labor Relations Act, as amended, to engage in protected concerted activity, and the agency will not discipline, discharge, or otherwise retaliate against me for exercising any right I may otherwise have under Section 7 of the National Labor Relations Act. However, either party may enforce this provision under the FAA and seek dismissal of class or collective action or claims. The agency and I acknowledge and agree that the conditions set forth in this provision are material terms of this Agreement.

#### 7. Arbitration Procedures

The arbitration shall be conducted by a neutral arbitrator in accordance with the National Rules for the Resolution of Employment Disputes issued by the American Arbitration Association ("AAA") that are in effect when the dispute is submitted to arbitration, or other rules mutually agreed upon in writing by the Parties.

by written request to the agency at the corporate office address listed above. I also acknowledge that I have been given the opportunity to review the foregoing rules before signing this Agreement.

Resolution of 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. The arbitration shall be final and binding upon the parties. The arbitrator shall render a written award and opinion that reveals the essential findings and conclusions upon which he/she bases the award. Discovery shall be conducted as necessary to adequately arbitrate or defend any claims, including access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by either party. The arbitration shall take place in the county in which I work or worked at the time the arbitrable dispute or claim arose. As to claims for \$10,000 or less (inclusive of attorneys' fees and costs), the agency and I can mutually agree whether the arbitration proceeds in person, by phone or based on submissions and on an expedited 180 day basis.

# 8. Resolution of Disputes

The agency and I understand and agree that any dispute as to the arbitrability of a particular issue or claim pursuant to this Agreement is to be resolved in arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, any issue concerning the validity of the class and collective action waiver provided in this Agreement must be decided by a court, not an arbitrator. If for any reason the class or collective action waiver is found to be unenforceable or void, in whole or in part, any affected class or collective action may only proceed in court and may not be arbitrated under this Agreement. However, to the extent that the class or collective action waiver is found to be enforceable, those claims that are enforceable in arbitration may only proceed as individual claims in arbitration.

## 9. Fees and Costs Unique to Arbitration

The agency and I understand and agree that, to the extent required by law as determined by the arbitrator, the agency will bear the arbitrator's fee and any other type of expense or cost that I would not be required to bear if the dispute or claim was brought in court, as well as any other expense or cost that is unique to arbitration.

# 10. Sole and Entire Agreement/Requirements for Modification or Revocation

This Agreement is the parties' complete agreement on the subject of arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject or the effect, enforceability or meaning of this Agreement, except as set forth in this Agreement. This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by a writing

signed by me, the agency Chief Executive Officer, and Performance Team's Chief Executive officer that specifically revokes or modifies this Agreement.

#### 11. Severability

If any provision or portion of a provision of this Agreement is deemed to be invalid, void or otherwise unenforceable, that determination will not affect the validity and enforceability of the remainder of the Agreement.

## 12. Acknowledgement

**EMPLOYEE** 

THE PARTIES ACKNOWLEDGE AND AGREE THAT EACH HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THAT BY SIGNING IT, EACH IS WAIVING ALL RIGHTS TO A TRIAL OR HEARING BEFORE A JUDGE OR JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT.

ACKNOWLEDGE THAT ALL UNDERSTANDINGS AND EMPLOYEE, AGREEMENTS BETWEEN PSG, PERFORMANCE TEAM, AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN THIS AGREEMENT, AND THAT I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE AGENCY TEAM OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO AND HAVE BEEN ADVISED TO **PRIVATE** LEGAL COUNSEL AGREEMENT WITH MY THIS DISCUSS REPRESENTATIVE OF MY CHOOSING AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

mployee Signature:	
mployee Printed Name:	
ate:	

# **Employment Agency**

Name:	Employee Number:
Social Security:	Other Form Of ID
Position:	Site of Employment:
Shift:	
Today's Date:	
Consent To Bac	kground and Reference Check
I,, hereby	authorize Agency (Company) and/or its agents to make investigation of
my background, references, character, past en	nployment, consumer reports, education and criminal history record
information which may be in any state or local fi	iles, including those maintained by both public and private organizations,
and all public records, for the purpose of confirm	ning the information contained on my application and/or obtaining other
information which may be material to my qualific	cations for employment. A telephone facsimile (fax) or xerographic copy o
this consent shall be considered as valid as orig	ginal consent.
I hereby consent to the Company's verification of	of all the information I have provided on my application form. I also agree
to execute as a condition of employment or con	dition of continued employment any additional written authorization
necessary for the Company to obtain access to	and copies of records pertaining to this information. I also hereby
authorize the Company's access to my medical	histories or records pertaining to me and any other individuals who due to
my employment may be covered by any Compa	any medial or other insurance program. With regard to the foregoing
disclosures, I hereby agree to release any perso	on, company, or other entity from any and all causes of action that
otherwise might arise from supplying the Compa	any with information it may request pursuant to this release. I understand
that any false answers or statements, or misrep	resentations by omission made by me on this application or any related
document, will be sufficient for rejection of my a	pplication or for my immediate discharge should such falsifications or
misrepresentations be discovered after I am em	ployed.
Applicant:	
Ву:	Date:

# **Employment Agency**

Name:	Employee Number:		
Position:	Site of Employment:		
Shift:	<del></del>		
Today's Date:			
DRUG/ALCOH	HOL TESTING CONSENT FORM		
I,	_, hereby give my consent to authorize my employer known as		
	and the testing laboratory designated to conduct analytical tests deemed		
necessary, on an ongoing basis, to determin	ne the absence or the presence of		
☐ - Alcohol ☐ - Class A Drugs (heroin, coca	aine, etc.) □ - Class B Drugs (cannabis, amphetamines, etc.) in my body		
through the use of urine, hair, blood, breath	or any sample as specified by statute and regulation.		
I give my consent to release the results of th	e test(s) and other medical information from the laboratory to my employer		
pursuant to statute or regulation with the cor	ndition that the results may not be used in any criminal proceeding.		
My employer may request proof that I am tal	king a controlled substance as directed pursuant to a lawful prescription		
issued in my name. If requested, I agree to p	provide such proof within 72 hours.		
I have the right to request a re-test of the init	tial specimen at a licensed laboratory of my choice if and when I have a		
positive test for drugs. All requests for a re-t	test of the sample must be made within ten (10) working days of the receipt of		
the original positive test result. The results of	f the samples must be forwarded to me by the appointing authority of the		
licensed laboratory.			
I further understand that a positive test, refus	sal to authorize this form, refusal to take the test, or failure to produce a		
specimen, may result in disciplinary action u	p to and including dismissal in accordance with any local, State, or Federal		
statute, regulation, and policy.			
Employee Signature	Print		
Date			

#### EMPLOYEE ACKNOWLEDGEMENT

The agency is committed to creating and maintaining a workplace environment free from unlawful employment practices based on discrimination, harassment, or retaliation ("Misconduct").

California's Fair Employment and Housing Act (FEHA) Prohibits workplace Misconduct from or by YOUR SUPERVISORS, MANAGERS, COWORKERS AND THIRD PARTIES (Such as vendors or customers) based on any of the following:

•	Age	*Genetic Information	*Physical Disability
•	Ancestry	*Martial Status	*Race
•	Color	*Medical	*Religious Creed
•	Gender	*Mental Disability	*Sex
•	Gender Expression	*Military and Veteran Status	*Sexual Orientation
	Gender Identity	*National Origin	

#### \*\*WHAT IF THE EXPERIENCE OR SEE IS MISCONDUCT? \*\*

Report the misconduct – We Can't Help unless we know, and we won't know unless you tell us.

#### **How to Report the Misconduct:**

- Call the agency to the following number:

  If there is not an answer leave a voice message and our investigation team will return the call.
- 2. Request information from your branch to se who will be the direct contact to reach out with the investigation team
- 3. You may also report **Misconduct** to the
  - a. California Department of fair employment and housing (FEHA), or
  - b. U.S Equal Employment Opportunity Commission (EEOC)

When Misconduct is Reported, you can expect:

- 1.-CONFIDENTIALITY- All Reported Misconduct will remain confidential to the extent possible, but others may need to be told about some or all the details of the misconduct. We will Only Share with those who need to know and to the extent the details must be shared
- 2.-INVESTIGATION-A fair, Timely and thorough investigation will be documented and conducted by qualified and impartial persons.
- 3.TIMELY- We will communicate with your timely and frequently until the investigation is concluded;
- 4.-CONCLUSION-We will review our conclusion with you and give you (3) business days to provide additional and for your comments;
- 5.-RESOLUTION-We will take appropriate actions if we determine that misconduct occurred; and
- 6.-NO RETALIATION-You will not be retaliated against if you report suspected MISCONDUCT or participate in a misconduct investigation.

I have received and reviewed the California Discrimination, Harassment and Retaliation Prevention and Correctional Plan

PRINT NAME	SIGNATURE	DATE