



ONTEL SECURITY SERVICES Employment Application

Company prohibits all employees from discriminating against any applicant or employee with respect to hiring, assignments, performance evaluations, promotion, training, disciplinary action, termination, layoffs, compensation, benefits, working conditions, or any other terms or conditions of employment, based upon race (including traits historically associated with race such as hair texture and hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress, clothing, grooming practices, hairstyles, etc.), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including HIV, AIDS, cancer or genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for, need for or use of any form of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or Local law. Company also prohibits unlawful discrimination based on the perception that anyone falls within any protected category, has or is perceived as having any protected characteristic, or is associated with a person who falls within a protected category or who has or is perceived as having any protected characteristic.

TO BE CONSIDERED FOR EMPLOYMENT, ALL APPLICANTS MUST FILL OUT THIS FORM COMPLETELY. THIS APPLICATION WILL BE GIVEN EVERY CONSIDERATION, BUT ITS RECEIPT DOES NOT IMPLY THAT THE APPLICANT WILL BE EMPLOYED BY OUR COMPANY. THIS FORM BECOMES A PART OF YOUR EMPLOYMENT RECORD IF YOU ARE HIRED. THIS APPLICATION IS ONLY VALID FOR 30 DAYS.

Company Name	Date of Application
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Applicant's Name	Last	First	Middle (not initial only)
Position applying for	Full-Time <input type="checkbox"/>	Acceptable Start Pay (Range)	\$ _____ <input type="checkbox"/> Hr. <input type="checkbox"/> Mo. <input type="checkbox"/> Yr.

List any other names (such as former names, aliases and nicknames) that you have used to enable us to verify your identity and past work history and/or education.

Last Name	First Name	Middle Name (not initial only)	Last Name	First Name	Middle Name (not initial only)
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Home Address	Street				
City	State	ZIP	Since	Home Phone	Message/Mobile Phone
Email Address					

Prior places of residence (list all during the past seven years)

City	State	From month/yr.	To month/yr.	City	State	From month/yr.	To month/yr.
City	State	From month/yr.	To month/yr.	City	State	From month/yr.	To month/yr.

Can you accept a position immediately? Yes No If not, how soon? _____

If hired, can you provide proof that you are at least 18 years of age? Yes No **If hired, are you authorized to work in the United States?** Yes No

Do you have friends or relatives working here? If yes, please identify below: Yes No

Name of friend or relative working here	Relationship	Name of friend or relative working here	Relationship
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If a driver's license is required for the position for which you are applying, do you have a valid driver's license? Yes No

State	License No.	Expiration Date
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If driving is a requirement for the position in which you are applying for, have you in the last 7 years been convicted of Driving Under the Influence (DUI)? Yes No If yes, please explain _____

If hired, do you have reliable means of transportation to and from work? Yes No



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If hire, would you be able to work overtime or weekends as needed?	Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain
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EDUCATION	Elementary School	High School	College/University	Graduate/Professional
School name				
Years completed				
Diploma/Degree				
Describe Course of study or major				
Describe Specialized Training, Skills, and Extra-Curricular Activities				

RECORD OF PREVIOUS EMPLOYMENT:

Have you worked for this Company or any other affiliate of this Company before? If Yes, please include below.	Yes <input type="checkbox"/> No <input type="checkbox"/>
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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 self-employed, list firm's name and business references.**

Present or Latest Employer	Employed	Your Title or Position	Name of Last Supervisor
Name	From (mo./yr.)		
Telephone		Reason for Leaving	
Address	To (mo./yr.)		

Previous Employer	Employed	Your Title or Position	Name of Last Supervisor
Name	From (mo./yr.)		
Telephone		Reason for Leaving	
Address	To (mo./yr.)		

Previous Employer	Employed	Your Title or Position	Name of Last Supervisor
Name	From (mo./yr.)		
Telephone		Reason for Leaving	
Address	To (mo./yr.)		

Have you ever been terminated or asked to resign from any job?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain circumstances:
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Please explain fully any gaps in your employment history: (Do not list any criminal history or medical information such as disability, illness, or pregnancy in response to this question)

If laid off from a position, provide reason:

May we contact your current employer?	Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain below
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Are you currently on “lay off” status and subject to recall?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please explain below
If hired, are there any job accommodations the Company would need to provide so that you can perform the essentials functions and duties of the position being applied for?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please explain below

PROFESSIONAL REFERENCES:

Name	Occupation	Address (Street, City and State)	Telephone number	Years known



AVAILABILITY:

Please note the blocks of time you would be available to work shifts. Please be honest as we use your availability when creating your schedule.

Day of Week	Time Blocks Available Circle One or Both		
Monday	AM	PM	Restrictions or Notes:
Tuesday	AM	PM	Restrictions or Notes:
Wednesday	AM	PM	Restrictions or Notes:
Thursday	AM	PM	Restrictions or Notes:
Friday	AM	PM	Restrictions or Notes:
Saturday	AM	PM	Restrictions or Notes:
Sunday	AM	PM	Restrictions or Notes:
Notes for Scheduler			



ONTEL SECURITY SERVICES, INC.

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Employment Application - Affidavit

Additional Terms & Conditions of Employment

Please initial each below:

_____ I certify that the answers given by me to the foregoing questions and statements on the employment application and/or during the employment interview process are true and correct without any consequential omissions of any kind whatsoever. I understand that any misleading or incorrect statements may render this application void and, if employed, would be cause for my termination. I further agree that the Company shall not be liable in any respect if my employment is terminated because of falsity of statements, answers or omissions made by me in this application.

_____ I understand that this application is designed for use with several types of jobs and some questions may not be completely applicable to the position for which I am applying.

_____ Employment at the Company is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice, at any time by you or the Company. Nothing in this handbook or in any other document or oral statement shall limit the right to terminate employment at-will.

_____ I understand that this application is designed for use with several types of jobs and some questions may not be completely applicable to the position for which I am applying. I authorize the companies, schools, persons or entities given during the employment process, and the employer (if employed), while employed, or during internal investigations, as references or past employers or affiliations, to give any information regarding my employment, character, qualifications, certifications and licenses, and hereby release said companies, schools, persons or entities from all liability for any damage for issuing this information. A favorable result may be a condition of employment, commencement, or continuation of any employment duties where elements are job-related.

_____ I understand that I may be required to have a physical, psychological, skills, medical examination and/or drug and alcohol test after an offer of employment has been made and prior to the commencement of my employment duties. A favorable result on the medical examination and/or drug and alcohol test would be a condition of my employment or commencement of any employment duties as well as any time throughout my employment according to company policy.

_____ I understand and authorize the Company to investigate all statements and references contained in this application. Said investigation may include interviews with past employers, workers and friends. Said investigation may include credit (if related to the position applying to) driving (MVR), criminal background, references, background checks. As a condition of applying for this position, I authorize a reasonable pre-employment investigations.

_____ I realize that operating conditions may require me to work shifts or work hours scheduled other than the one for which I am applying, and I agree to such scheduling change as directed by my supervisor or the management.

_____ I understand that my employment is not for a specified or definite term and that I may resign, or I may be discharged, at any time, for any reason, with or without good cause and with or without prior notice. I further understand that this policy cannot be changed or amended except by written agreement signed by me and by a corporate officer. I understand that this is an application for employment and that no employment contract is being offered.

_____ I understand that only United States citizens or aliens who are legally entitled to work in the United States are eligible for employment.

_____ My employment shall be in accordance with the terms of this application, all safety and incident reporting rules, and all other Company rules and regulations. The Company shall have the right to amend, modify, or revoke its rules and regulations at any time. I will familiarize myself promptly with such rules and regulations and will abide and be bound by the rules and regulations now or hereafter in effect.

Signature: _____

Date: _____

Printed Name: _____

**APPLICANT STATEMENT AND AGREEMENT**

1. **Confirmation of Voluntary Agreement to Arbitrate.** After evaluating options for dispute resolution, the Parties agree that the disputes described in this Agreement are best resolved pursuant to final and binding arbitration as described in this Agreement. By entering into this Agreement, You and the Company specifically and expressly agree that all Disputes (defined in Section 4) shall be submitted to final and binding arbitration pursuant to this Agreement as the sole and exclusive means to resolve any Dispute, and the Parties agree to waive our respective rights to have any Dispute resolved by a court of law or a trial by jury. This Agreement supersedes all prior agreements, understandings and representations, whether written or oral, concerning resolution of any Disputes between You and the Company except to the extent a previous agreement covers a Dispute that is excluded from this Agreement, in which case, that previous agreement will continue to apply to that Dispute, and this Agreement shall be deemed to apply in all other respects.
2. **Covered Parties.** This Agreement is binding upon both You and the Company. Additionally, this Agreement shall be binding upon and equally enforceable by and against any person acting as an agent of the Company, including, but not limited to, any current or former owner, partner, shareholder, director, officer, member, parent, subsidiary, board member, principal, supervisor, manager, employee, administrator, benefit plan, benefit plan sponsor, fiduciary, affiliate, and all successors and assigns of any of the foregoing.
3. **Disputes.**
 - a. **Covered Dispute(s).** The employment-related disputes which are required to be submitted to final and binding arbitration include any and all past, present and future disputes, claims, causes of action, allegations, controversies and/or demands for relief or damages that arise out of or in any way relate to Your application for employment, hiring process, employment, any events and/or circumstances occurring during Your employment, the terms and conditions of Your employment, and/or Your separation from employment with the Company for any reason, whether based on State, Federal, Local or Common Law, equity or public policy, including those which may exist as of the time that this Agreement is executed or which arise out of events that occurred prior to, and which may occur after this Agreement becomes effective, other than as described in this Agreement and except as otherwise required under applicable law (collectively, "Disputes"). The term Disputes expressly includes, but is not limited to those involving allegations related to breach of contract, breach of the implied covenant of good faith and fair dealing, trade secrets, emotional distress, fraud, misrepresentation, defamation, libel, slander, tort claims, all forms of wages and compensation, salary, minimum wage, off the clock work, overtime, bonuses, commissions, meal periods, rest periods, vacation, paid sick leave, paid time off, leave rights, wage statements, reimbursement, penalties, benefits, wrongful termination, discrimination, harassment, bullying, retaliation, violation of any State, Federal, Local or Common Law, regulation, statute, constitution, ordinance, or policy, including, but not limited to, the California Labor Code, California Government Code, California Civil Code, California Wage Orders, California Fair Employment & Housing Act, Fair Labor Standards Act, Americans with Disabilities Act, Rehabilitation Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Consolidated Omnibus Budget Reconciliation Act, Federal and California Worker Adjustment and Retraining Notification Act, Family and Medical Leave Act, California Family Rights Act and/or Employee Retirement Income Security Act (unless a different arbitration process is provided for such claims).

Except as required by applicable law, all Disputes shall be submitted to final and binding arbitration pursuant to this Agreement in the Party's individual capacity, shall be resolved based upon the facts and circumstances related only to You and the Company and shall not involve any Disputes of any other employee. Accordingly, by entering into this Agreement, You waive the right to claim, assert, require or have the benefit of: (i) having any Dispute between You and the Company decided on a class action, collective action, or representative action basis; (ii) the use or application of any class, collective or representative action procedures with respect to any Dispute; (iii) resolution of any Dispute on a class, collective or representative basis by a court, or any forum other than final and binding arbitration; and (iv) joining, consolidating or otherwise having any Dispute heard or resolved along with the claims or Disputes of any other person, including any current or former employee of the Company. Any argument that the class, collective or representative action waiver set forth in this Agreement is unenforceable, unconscionable, void or voidable shall be determined by a court of competent jurisdiction. If a court of competent jurisdiction determines that all or any portion of the waiver(s) described in this Agreement is unenforceable, unconscionable, void or voidable, the waiver, or portion thereof, shall be severable from this Agreement at Your election and/or shall be severed by the court. The class, collective or representative action waiver(s) set forth in this Agreement does not apply to representative claims under the California Private Attorneys General Act set forth in Labor Code section 2698, *et seq.* ("PAGA"), unless such waiver(s) is permitted by law but does apply to Your individual PAGA claims. If all or any portion of any waiver(s) described in this Agreement is severed, the severed portion shall be litigated in a civil court of competent jurisdiction, with the litigation stayed until the arbitration of the remaining Dispute(s) governed by this Agreement is complete.

Notwithstanding the foregoing, nothing in this Agreement should be interpreted as preventing the Parties from voluntarily agreeing to settle a threatened dispute on a class, collective or representative basis, subject to obtaining the necessary approval of any such settlement by a court of competent jurisdiction.

- b. **Excluded or Excludable Disputes.** Disputes that are not covered by this Agreement include those which are prohibited by applicable law from being subject to arbitration, including those which are governed by the National Labor Relations Act and are required to be brought before the National Labor Relations Board, claims under the Sarbanes-Oxley Act (to the extent applicable), claims for benefits under the Employment Retirement Income Security Act (which must be resolved in accordance with the terms and procedures set forth in the applicable plan documents), claims brought under the California's Workers' Compensation laws and regulations, and claims for disability or unemployment insurance benefits administered by the California Employment Development Department. With respect to any Disputes involving claims for



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sexual harassment or sexual assault, as defined in 9 U.S.C. §§ 401-402 (Pub. L. No. 117-90, 136 Stat 26 (March 3, 2022)) as well as any claims related thereto, You shall have the ability to elect to avoid enforcement of Your Agreement to arbitrate those claims, provided, however, in the event You file a lawsuit containing such claims, and Disputes involving other claims are also pled in that same lawsuit, the Parties agree that the obligation to arbitrate Disputes and the class, collective and representative action waivers contained within this Agreement remain in full force and effect to the extent permitted by law.

- c. Disputes Before Governmental Agencies. Nothing in this Agreement will restrict either Party from exercising statutory rights to seek assistance through, participate in investigations or conciliation with, or speak with governmental agencies or law enforcement, including, but not limited to, the Department of Labor Standards Enforcement, the California Civil Rights Department, the Equal Employment Opportunity Commission or the Department of Labor. However, if a Right-to-Sue Notice is issued by a governmental agency or the agency seeks monetary or other relief on either Party's behalf, binding arbitration will be the Parties' exclusive method of dispute resolution and the Parties are waiving their individual right to recover damages or other relief other than through arbitration, except to the extent such waiver is not permissible under applicable law. Nothing in this Agreement shall be deemed to preclude or excuse a Party from bringing an administrative claim before any agency in order to fulfill the Party's obligation to exhaust administrative remedies before making a claim in arbitration.
- d. Injunctive Relief. Nothing in this Agreement is intended to prevent either Party from obtaining injunctive relief to preserve the status quo or prevent irreparable harm pending the conclusion of arbitration.

4. **Dispute Resolution Procedure.**

- a. Pre-Arbitration Procedure. All Disputes subject to this Agreement shall be addressed in the following manner: (i) You and The Company agree to negotiate in good faith to attempt to resolve the Dispute; (ii) if the Parties agree, the Dispute will be mediated by a mediator approve by the Parties; (iii) to the extent not resolved, the Dispute will be submitted to and decided upon by final, binding and confidential arbitration pursuant to Section 5(c).
- b. JAMS Rules. Arbitration shall proceed pursuant to JAMS Employment Arbitration Rules & Procedures and JAMS Policy on Employment Arbitration Minimum Standards in effect at the time arbitration commences, as amended, (collectively, "JAMS Rules"). The JAMS Rules may be viewed on the JAMS website at: <https://www.jamsadr.com/> and/or by requesting a copy of the JAMS Rules from your Supervisor or Human Resources Representative.
- c. Commencement of Arbitration. Arbitration may be commenced by You or The Company by submitting a Demand for Arbitration directly with JAMS in accordance with the JAMS Rules and submitting an individualized written request to the other Party listing the specific Dispute(s) to be arbitrated, containing a detailed description of the basis for the Dispute(s) and the requested relief, and providing a copy of the Demand for Arbitration within the applicable time limits (i.e., statute of limitations). All notices regarding any Dispute(s) and any Demands for Arbitration shall be delivered to The Company via certified mail to or by hand delivery to your Supervisor or Human Resources Representative and to You at the last mailing address You have provided in writing to the Company.
- d. Costs and Fees. The Company shall pay the arbitrator's fees, arbitration expenses, and any other costs that are unique to the arbitration proceedings, provided that each Party shall be responsible for all costs related to their own depositions, witness fees, court reporters, experts, attorneys' fees and other expenses to the same extent as if the matter were proceeding in court.
- e. Location. Arbitration shall be conducted in Stanislaus County, California, which is the County where You primarily work for the Company, unless the Parties agree otherwise.
- f. Procedures and Proceedings. Each arbitration participant is entitled to be represented by his/her/their/its own legal counsel and shall be permitted to participate in discovery. The arbitrator shall have authority to grant additional discovery as the arbitrator deems appropriate based on the nature of the Dispute. Discovery disputes shall be resolved by the arbitrator. Dispositive motions (e.g., motion for judgment on the pleadings, motion for summary judgment and motion for summary adjudication) may be brought by both You and the Company and shall be decided upon by the arbitrator. The arbitrator shall have the authority to resolve any evidentiary issues. At either Party's request, or on the arbitrator's own initiative, the arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing. If the arbitrator or a court of competent jurisdiction determines that this Agreement is lacking in any employee protections required by applicable law, The Company may offer You such protections the arbitrator or court deem necessary to preserve the enforceability of this Agreement.
- g. Decision and Award(s). The arbitrator shall apply applicable law to determine issues of liability and damages regarding all Disputes that are subject to this Agreement and will issue a written decision after considering the evidence and arguments submitted by the participants and witnesses. The arbitrator's decision will contain the essential findings of fact and law and the conclusions upon which the arbitrator's decision and the award, if any, are based. The arbitrator shall have the authority to award monetary damages and any and all other remedies that would otherwise be available an action brought in Federal or State court. The arbitrator shall determine the prevailing Party in the Dispute(s) and shall award reasonable attorneys' fees and costs incurred in connection with the Dispute(s) to the prevailing Party to the extent recoverable under the substantive law applicable to the claim(s) giving rise to the Dispute(s).
- h. Effect of Decision. The arbitrator's decision will be final and binding on the Parties, subject to limited judicial review pursuant to the Federal Arbitration Act. No decision by the arbitrator shall have any preclusive effect on any third-party claim.



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- i. **Mass Arbitration.** If arbitration proceedings are filed against the Company on behalf of one or more individuals within a 1 year period for Disputes that the Company determines, in its reasonable business judgment and consistent with applicable law, if any, qualify as a Mass Arbitration, The Company shall have the right to stay all such arbitrations while it applies to a court of competent jurisdiction for a determination that the arbitrations qualify as a Mass Arbitration. During the period that the Company’s application is pending, all arbitrations subject to this or a similar agreement shall be stayed, and the Company shall not be required to pay any further fees until the court issues a ruling on the application. If the court determines the subject arbitrations qualify as a Mass Arbitration, the Company shall have the right to have all such arbitrations consolidated into a single multi-claimant arbitration before a single arbitrator, who shall be selected using the JAMS Rules and the Company shall only be required to pay a single filing fee for the Mass Arbitration. If any related arbitrations are subsequently filed and assert overlapping Disputes, the employees filing the related arbitrations shall be required to be added as additional claimants to the Mass Arbitration. An arbitrator in a Mass Arbitration is not empowered to allow the action to proceed as a class, representative, group or collective action, unless otherwise required by law.

- 5. **Governing Law and Severability.** This Agreement shall be governed, interpreted and enforced in accordance with the Federal Arbitration Act, as may be amended. The arbitrator shall have the authority to decide any disagreement regarding the validity, enforceability or scope of this Agreement and the arbitrability of any Dispute, except that a court of competent jurisdiction shall decide: (a) whether claims must proceed on a class, collective or representative basis; (b) whether any Dispute may proceed in arbitration on a class, representative, group or collective basis, and whether 9 U.S.C. §§ 401-402 (Pub. L. No. 117-90, 136 Stat 26 (March 3, 2022)) applies to any Dispute; and (c) any other determinations required by applicable law to be decided by a court instead of an arbitrator. In addition to the terms of Section 4(a), if the arbitrator or a court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, unenforceable, unconscionable or void, in whole or in part, or that any Dispute(s) cannot be resolved in arbitration under applicable law, the Parties agree that the specific provision, part of the provision or Dispute(s) at issue shall be severed from this Agreement and that that the remaining provisions of this Agreement shall remain valid, in force, unaffected by such determination and shall govern all remaining Disputes between the Parties. All Disputes that are determined to be arbitrable shall be submitted to and resolved in binding arbitration under this Agreement. Any non-arbitrable Dispute shall be stayed pending the outcome of the arbitration and shall be litigated in a civil court of competent jurisdiction only after final determination has been made on the Dispute(s) in the underlying arbitration.

- 6. **Modifications to Agreement.** Prior to executing this Agreement, the Parties were given the opportunity to discuss the terms of this Agreement, to contribute to the drafting of this Agreement, and to request changes to any or all of the terms of this Agreement. Once this Agreement is executed, the terms may only be modified if the Parties discuss the proposed changes and confirm their agreement to the modification in a written agreement signed by the Parties. Requests to modify any term of this Agreement after it is effective must be submitted in writing.

- 7. **Effective Date of Agreement.** You are not required to agree to enter into this Agreement as a condition of employment or the receipt of any employment-related benefits. If You choose to decline to arbitrate and not execute this Agreement, you will not be subject to retaliation, discipline, termination or any other adverse employment action as a result of Your decision.

This Agreement shall be effective, final and binding on both You and the Company and You will be deemed to have freely and voluntarily agreed to enter into this Agreement on and after the date You sign this Agreement.

I hereby certify that this application was previously submitted by me in person or online and that the information is accurate. My answers have been true and accurate pursuant to the penalty and perjury under the laws of this state. I have read and understand the above policy statements and agree as part of my employment to be bound by the policies and procedures of this Company.

[Signature Line]

Applicant Signature

[Date Line]

Date