



**EMPLOYMENT APPLICATION**

An Equal Opportunity Employer

**Position applying for:** \_\_\_\_\_ **Date of Application:** \_\_\_\_\_

Last Name	First Name	Middle Initial	Home Phone

Present Street Address	City	State	Zip

Are you able to perform the essential functions of the job for which you are applying, either with or without reasonable accommodation?

Yes  No

If no, describe the functions that cannot be performed.

Note:

We comply with federal and state disability rights laws and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. Hire may be subject to passing a medical examination, and to skill and agility tests.

Are you at least 18 years old?  
(If under 18, hire is subject to verification that you are of minimum legal age.)

Yes  No

If hired, can you present evidence of your U.S. citizenship or proof of your legal right to live and work in this country?

Yes  No

If hired, would you have a reliable means of transportation to and from work?

Yes  No

### Education

	Name of School and Address	Graduated (Yes/No)	Number of Years	Major/Degree
High School				
College				
Other (such as vocational and health training)				

Have you ever applied to or worked for our Company before? Yes  No   
 If yes, when? \_\_\_\_\_

Do you have any friends or relatives working for our Company? Yes  No   
 If yes, state name(s) and relationship:

Do you speak, write, or understand any foreign languages? Yes  No   
 If yes, which ones: \_\_\_\_\_

Please describe all computer programs with which you are familiar:

If you have any other training, qualifications, or skills that make you especially suited for work at our Company, please provide all relevant information:

If you are applying for a position that requires a license/certification, are you licensed/certified for the position?

Yes  No



Issuing state (if applicable):
License/Certification Number (if applicable):
Has your license/certification ever been suspended revoked?    Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, state reason(s), date of suspension or revocation, and date of reinstatement:

**General Information**

Date available to start:	Full-time or Part-time?																
<table style="width: 100%; border: none;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%; text-align: center;">Sunday</td> <td style="width: 12.5%; text-align: center;">Monday</td> <td style="width: 12.5%; text-align: center;">Tuesday</td> <td style="width: 12.5%; text-align: center;">Wednesday</td> <td style="width: 12.5%; text-align: center;">Thursday</td> <td style="width: 12.5%; text-align: center;">Friday</td> <td style="width: 12.5%; text-align: center;">Saturday</td> </tr> <tr> <td colspan="8" style="text-align: center;">Days &amp; Hour Available</td> </tr> </table>			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Days & Hour Available							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday										
Days & Hour Available																	
From: _____																	
To: _____																	
Would you be able to work overtime?    Yes <input type="checkbox"/> No <input type="checkbox"/>																	
Salary Desired:																	

**Employment / Work Experience**

List below all present and past employment starting with your most recent employer. We need at least three (3) previous employers, or employment going back at least seven (7) years, assuming you have worked that long. You must complete this section even if attaching a resume.			
<b>(Present/most recent employer)</b>			
Company Name:			
Address	City	State	Zip

# AVANT GARDE

SENIOR LIVING & MEMORY CARE

<b>Dates Employed</b> (Month & Year) From: _____ To: _____	<b>Pay Rate</b> Start: _____ Ending: _____	<b>Supervisor's Name and Position</b>
<b>Position Held:</b> Describe all your significant duties:		
<b>Reason for Leaving:</b> _____ <b>May we contact this employer?</b> <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></div>		
<b>Company Name:</b> Address _____ City _____ State _____ Zip _____		
<b>Dates Employed</b> (Month & Year) From: _____ To: _____	<b>Pay Rate</b> Start: _____ Ending: _____	<b>Supervisor's Name and Position</b>
<b>Position(s) Held:</b> Describe all your significant duties:		
<b>Reason for Leaving:</b> _____		
<b>May we contact this employer?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Company Name:</b> Address _____ City _____ State _____ Zip _____		
<b>Dates Employed</b> (Month & Year) From: _____ To: _____	<b>Pay Rate</b> Start: _____ Ending: _____	<b>Supervisor's Name and Position</b>
<b>Position(s) Held:</b> Describe all your significant duties:		
<b>Reason for Leaving:</b>		

May we contact this employer?

Yes  No

Identify and explain all periods of unemployment during the past seven years.

From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Unemployment:

**References**

List below the names, addresses, and telephone numbers of at least three references not related to you who have knowledge of your work performance.

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Occupation: \_\_\_\_\_

Years Known: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Occupation: \_\_\_\_\_

Years Known: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Occupation: \_\_\_\_\_

Years Known: \_\_\_\_\_



**Please Read Carefully, Initial Each Paragraph and Sign Below**

\_\_\_\_\_ I certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I have personally completed this application. I understand that any omission or misstatement of fact on this application or on any document used to obtain employment will be grounds for rejection of this application or for immediate termination if I am employed, no matter when discovered.

\_\_\_\_\_ I authorize the Company to thoroughly investigate my references, work record, education, and other matters related to my suitability for employment and, further, authorize the references I have listed to disclose to the company any and all letters, reports and other information related to my work records, without giving me notice of such disclosure. In addition, I release the Company, my former employers and all other persons, corporations, partnerships and associations from liability arising out of or in any way related to such investigation or disclosure.

\_\_\_\_\_ I understand that nothing contained in the application, or conveyed during any interview that may be granted or during my employment, if hired, is intended to create an employment contract between me and the Company. In addition, I understand and agree that if I am employed, my employment is "at will", is for no definite time period and may be terminated at any time, with or without notice, at the option of either myself or the Company, and that no other promises or representations regarding this subject are binding on the Company unless made in writing and signed by me and the President of the Company.

\_\_\_\_\_ Should a search of public records (including records documenting an arrest, indictment, conviction, civil judicial action, tax lien or outstanding judgment) be conducted by internal personnel employed by the Company, I am entitled to copies of any such public records obtained by the Company unless I mark the check box below. If I am not hired because of such information, I am entitled to a copy of any such records even though I have checked the box below.

\_\_\_\_\_ I waive receipt of a copy of any public record described in the paragraph above.

**Applicant Signature:** \_\_\_\_\_

**Applicant Name Printed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**[TRANSLATE THIS DOCUMENT FOR APPLICANTS NOT FLUENT IN ENGLISH]**

## **VOLUNTARY MUTUAL AGREEMENT TO ARBITRATE CLAIMS**

Company and Applicant agree to this Voluntary Mutual Agreement to Arbitrate Claims (the "Agreement"). Both Company and Applicant are legally bound by the terms of this Agreement.

1. **"Company" Defined.** For purposes of this Agreement, "Company" refers to AvantGarde Senior Living and its present and former trustees, officers, directors, owners, shareholders, parent companies, related companies, subsidiaries, holding companies, agents, affiliated entities, insurers, attorneys, successors, predecessors, and assigns ("Company").
2. **Governing Law.** The Federal Arbitration Act governs this Agreement to the maximum extent permitted by law.
3. **Claims Covered.** Arbitration is the most traditional form of private dispute resolution. Arbitration is a binding procedure. The arbitrator selected by the parties (usually an attorney or retired judge) renders a decision at the end of an arbitration hearing, and that decision is final and binding, subject only to a very limited review on appeal in civil court. Understanding and acknowledging the nature of arbitration, Company and Applicant voluntarily and mutually consent to the resolution by final and binding arbitration of all disputes, claims or controversies of any kind between them, whether now in existence or that may arise in the future, including but not limited to all disputes arising out of, relating to, and/or in connection with Applicant's employment with Company, candidacy and/or application for employment, and/or termination of employment, to the fullest extent allowed by law ("Claims"), except as to (1) any issue concerning the formation, existence, validity, arbitrability, and/or enforceability of this Agreement, including but not limited to any issue regarding class and/or collective arbitration, the availability of class and/or collective arbitration, and/or the class and collective action waivers included in this Agreement, which shall be decided only by a court of competent jurisdiction, not an arbitrator; and (2) **Claims Not Covered, as provided under Section 4 of this Agreement.** Claims include, but are not limited to, the following, whether brought by Company or Applicant: wage and hour claims, including but not limited to claims for overtime, minimum wage, vacation, paid sick leave, paid time off, meal and/or rest breaks, paystub disclosures, unpaid wages, deductions, expense reimbursement; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination, harassment, and/or retaliation based on race, color, national origin, ancestry, sex, gender, sexual orientation, age, religion, creed, physical or mental disability, political affiliation, medical condition, marital status, family care, parental status, citizenship status, military and veteran's status, pregnancy and related conditions, genetic information, and any other basis protected by applicable law; claims for benefits; theft, embezzlement, gross negligence, destruction of property, conversion, and overpayment of wages; misappropriation of property, trade secrets and/or confidential information; breach of the duty of loyalty; breach of fiduciary duty; interference with contract; fraud; unfair competition; gross negligence; any claim for alleged wrongful conduct by Applicant of any kind; and claims for violation of any federal, state, local, or other law, including but not limited to Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the



California Labor Code, the Family and Medical Leave Act, the California Family Rights Act, the Equal Pay Act, the Fair Pay Act, the False Claims Act, the Sarbanes-Oxley Act, ERISA, the California Industrial Welfare Commission Orders, the Fair Labor Standards Act, and the California Unfair Competition Act. This Agreement applies to any Claims Applicant may have against any of Company's current or former owners, officers, directors, employees, agents, managing agents, customers, clients, contractors, and vendors, and to any and all past and future employment relationships Applicant may have with Company.

4. Claims Not Covered. This Agreement does not cover claims for workers' compensation, state or federal disability benefits, or unemployment compensation benefits; claims or charges filed with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, National Labor Relations Board (NLRB), Securities and Exchange Commission, OSHA or Cal-OSHA, California Department of Labor Standards Enforcement, U.S. Department of Labor, and/or any other governmental agency; the right to bring representative actions under the California Private Attorney General Act (PAGA); claims under an employee welfare benefit or pension plan that specifies that its claims procedure shall culminate in an arbitration procedure different from this one; claims for public injunctive relief; and claims that cannot be legally arbitrated. Such claims may be presented in the appropriate forum, and nothing in this Agreement waives Applicant's rights under Section 7 of the National Labor Relations Act or rights to file claims for public injunctive relief.

5. Class and Collective Action Waiver. READ CAREFULLY. IF APPLICANT SIGNS THIS AGREEMENT, AND UNLESS APPLICANT OPTS-OUT OF THIS AGREEMENT PURSUANT TO SECTION 6, BELOW, APPLICANT GIVES UP ALL RIGHTS TO A JURY TRIAL AND GIVES UP THE RIGHT TO PROCEED ON A CLASS AND/OR COLLECTIVE ACTION BASIS AS TO CLAIMS COVERED UNDER SECTION 3 OF THIS AGREEMENT. Unless Applicant opts-out of this Agreement as provided in Section 6 below, Applicant waives the right to bring any Claim on a class and/or collective action basis, in court, arbitration, or in any other forum, as a named or unnamed plaintiff, participant, class member or in any other capacity. The arbitrator shall have no power to arbitrate class and/or collective action Claims brought by Applicant or including Applicant. Applicant further agrees that if Applicant is included in any class and/or collective action of covered Claims, Applicant will take all steps necessary to opt out or refrain from opting in. Notwithstanding the waiver of an applicant's right to bring or participate in a class and/or collective action, Applicant has a statutory right under the National Labor Relations Act to act concertedly on behalf of Applicant and others, and to exercise all rights under the Act, including but not limited to Section 7 rights, including but not limited to the right to file statutory claims for public injunctive relief, and including but not limited to the right to file unfair labor practice charges with the National Labor Relations Board. All Claims subject to this waiver are covered Claims pursuant to Section 3 and must be arbitrated before any PAGA claims will be adjudicated in court. (As outlined in Section 4, PAGA claims are not covered Claims.).

6. OPT-OUT PROCEDURES: APPLICANT MAY VOLUNTARILY OPT-OUT OF THIS AGREEMENT BY FOLLOWING THE PROCEDURES IN THIS SECTION 6. Arbitration is not a mandatory condition of Applicant's employment with Company. Any decision by Applicant to arbitrate is voluntary. Applicant may choose not to be bound by this agreement by opting out of this Agreement. In order to opt-out of this Agreement, Applicant must submit notice of Applicant's





decision to opt-out to Company. The notice should indicate that Applicant chooses to opt-out of the Voluntary Mutual Agreement to Arbitrate Claims or contain similar words to that effect. In order to be effective, the notice must be submitted to Company within thirty (30) days of Applicant's signature on this Agreement. An Applicant who opts out as provided in this Section 6 will not be subject to any adverse employment action as a consequence of that decision. Should Applicant not opt-out of this Agreement within thirty (30) days of Applicant's receipt of this Agreement, continuing the Applicant's employment constitutes mutual acceptance of the terms of this Agreement by Applicant and Company.

7. Arbitration Procedures. As to arbitrable Claims, the parties shall select a neutral arbitrator by mutual agreement. Company will be responsible for paying all fees and costs unique to the arbitration, including the fees and costs of the Arbitrator. The arbitration shall be confidential to the fullest extent permitted by law. Each party shall have the right to be represented by an attorney, and each party shall pay its own costs and attorneys' fees (other than arbitrator's fees and costs unique to the arbitration process, which will be paid for by Company), except whereas otherwise provided by applicable law regarding attorney's fees awards to a prevailing party. The Arbitrator will apply whatever statute(s) of limitations applicable by law to the parties' Claim(s). Each party shall have the right to conduct discovery sufficient to vindicate the Claims at issue, including access to essential documents and witnesses, as determined by the Arbitrator. The Arbitrator shall issue a signed written decision setting forth the basis for the decision and summarizing the key issues and the essential findings and conclusions upon which the award is based. The Arbitrator shall have full authority to award all relief available in a court of law, including but not limited to compensatory and punitive damages, reinstatement, costs, and attorneys' fees as provided by contract or statute. Judgment upon the award may be entered in any court having proper jurisdiction.

8. Mediation. Any Claim required to be arbitrated under this Agreement shall be submitted to mediation in a manner agreed to by Applicant and Company. Applicant and Company agree to use mediation to attempt to resolve any such Claim prior to filing for arbitration under this Agreement. Applicant and Company will select a mediator agreeable to both parties. The costs of the mediation and fees of the mediator will be borne entirely by Company. The parties will cooperate with the mediator on mediation arrangements, including time and place for mediation, who will attend or participate, and what information will be exchanged.

9. Additional Provisions. The provisions of this Agreement survive cessation of Applicant's employment (if employment is offered) and continue thereafter in perpetuity. This Agreement shall bind and inure to the benefit of the parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives. This Agreement is the entire agreement between the parties and supersedes all prior agreements between them with regard to the subject matter of this Agreement. Applicant has the right to consult with counsel of Applicant's choice concerning this Agreement. No party is relying on any representations, oral or written, on the effect, enforceability, or meaning of this Agreement, except as set forth in this Agreement. If any part of this Agreement is held unlawful or unenforceable, the remainder shall be enforceable to the fullest extent permitted by law. This agreement can be executed in counterparts, each of which may be deemed an original and which together shall constitute one instrument.

**THE APPLICANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY. ENTERING THIS AGREEMENT**



**IS NOT A CONDITION OR REQUIREMENT OF EMPLOYMENT AND/OR CONTINUED EMPLOYMENT. APPLICANT UNDERSTANDS THAT BY SIGNING BELOW, AND UNLESS APPLICANT OPTS OUT AS PROVIDED IN SECTION 6, APPLICANT GIVES UP ALL RIGHTS TO A JURY TRIAL AND GIVES UP THE RIGHT TO PROCEED ON A CLASS AND/OR COLLECTIVE ACTION BASIS AS TO CLAIMS COVERED BY SECTION 3 OF THIS AGREEMENT.**

**I understand that signing this Agreement is not a mandatory condition of employment and/or continued employment. I fully and voluntarily consent and agree to the terms of this Agreement without any form of coercion, duress, or undue influence.**

**Date:** \_\_\_\_\_

**Applicant Name Printed**\_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

Email Completed Application to:

Send to Tarzana at: [hr1@agsliving.com](mailto:hr1@agsliving.com) and [administrator1@agsliving.com](mailto:administrator1@agsliving.com)

Send to La Jolla at: [hr2@agsliving.com](mailto:hr2@agsliving.com) and [administrator2@agsliving.com](mailto:administrator2@agsliving.com)