

***Property of***

SD COMMERCIAL, LLC

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# **EMPLOYMENT APPLICATION**

## ***CONFIDENTIAL DOCUMENT***

### **CONFIDENTIAL DOCUMENT MANAGEMENT**

Employment applications contain confidential information.

Managers and Supervisors understand the importance of controlling access to applications in their care and the sensitive and confidential nature of the information contained in them.

Every candidate and new employee is required to complete an application.

We do not provide copies of candidates' applications to other companies or colleagues outside of our company.

# Application for Employment

SD COMMERCIAL, LLC

SD COMMERCIAL, LLC is committed to a policy of Equal Employment Opportunity and will not discriminate against an applicant or employee on the basis of race, color, religion, creed, national origin or ancestry, sex, age, physical or mental disability, medical condition, veteran or military status, genetic information, sexual orientation, marital status, pregnancy, or any other legally recognized protection basis under federal, state, or local laws, regulations or ordinances. The information collected by this application is solely to determine suitability for employment, verify identity and maintain employment statistics on applicants.

Applicants with disabilities may be entitled to reasonable accommodation under the terms of the Americans with Disabilities Act and certain state or local laws. A reasonable accommodation is a change in the way things are normally done which will ensure an equal employment opportunity without imposing undue hardship on SD COMMERCIAL, LLC. Additionally, please inform the company's personnel representative if you need assistance completing any forms or to otherwise participate in the application process.

## GENERAL INFORMATION

Position Desired \_\_\_\_\_ [ ] Part time [ ] Full time Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_

Last First Middle Social Security Number

Present Address \_\_\_\_\_ Street Address \_\_\_\_\_ How long have you lived there? \_\_\_\_\_

City State Zip Yrs./ Months

Best Number: \_\_\_\_\_ Area Code Number Email Address: \_\_\_\_\_

Alt. Contact \_\_\_\_\_ Date Available \_\_\_\_\_

Number: \_\_\_\_\_ Area Code Number to Start Work: \_\_\_\_\_

Have you ever worked for (Sungarden Terrace) \_\_\_\_\_? [ ] Yes [ ] No

*If Yes*, please give dates and position. \_\_\_\_\_

For the purpose of verifying information on this application, have you ever worked or attended school under a different name at any of the organizations you have listed? [ ] Yes [ ] No *If Yes*, please explain.

Have you ever been terminated or asked to resign from any job? [ ] Yes [ ] No  
*If Yes*, please explain circumstances. \_\_\_\_\_

May we contact your current employer? [ ] Yes [ ] No *If No*, please explain.

For the desired position listed above, are you able to perform the specific duties (see attached job description)? [ ] Yes [ ] No

If No, please explain. \_\_\_\_\_

For the desired position listed above, are you able to perform the essential functions with or without reasonable accommodations (see attached job description)? [ ] Yes [ ] No

If No, please explain. \_\_\_\_\_

**RECORD OF PREVIOUS EMPLOYMENT**

Please list the names of your present or 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, give firm name and supply business references. Add additional page if necessary.

<p>Present or Last Employer (Name &amp; Address)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____ (Area Code) &amp; Telephone</p> <p><u>Exact Reason for Leaving</u></p>	<p><i>Employed</i></p> <p>From _____ To _____</p> <p>(mo/yr) (mo/yr)</p> <p>_____ <i>Your Title or Position</i></p> <p>_____ <i>Name, Title &amp; Phone</i></p> <p>_____ <i>Number of Last Supervisor</i></p>
<p>Present or Last Employer (Name &amp; Address)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____ (Area Code) &amp; Telephone</p> <p><u>Exact Reason for Leaving</u></p>	<p><i>Employed</i></p> <p>From _____ To _____</p> <p>(mo/yr) (mo/yr)</p> <p>_____ <i>Your Title or Position</i></p> <p>_____ <i>Name, Title &amp; Phone</i></p> <p>_____ <i>Number of Last Supervisor</i></p>
<p>Present or Last Employer (Name &amp; Address)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____ (Area Code) &amp; Telephone</p> <p><u>Exact Reason for Leaving</u></p>	<p><i>Employed</i></p> <p>From _____ To _____</p> <p>(mo/yr) (mo/yr)</p> <p>_____ <i>Your Title or Position</i></p> <p>_____ <i>Name, Title &amp; Phone</i></p> <p>_____ <i>Number of Last Supervisor</i></p>

Please indicate any actual experience, special training and qualifications you may have that you believe to be relevant to the position for which you are applying \_\_\_\_\_

\_\_\_\_\_

If hired, can you furnish proof that you are over 18 years of age? [ ]Yes [ ]No

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

Are you bound by provisions of a non-compete, proprietary, or confidentiality agreement?

[ ]Yes [ ]No If so, for how long? \_\_\_\_\_

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying? [ ]Yes [ ]No

<b>EDUCATION</b>				
<i>School Name City, State</i>	<i>Years Completed</i>	<i>Diploma/ Degree</i>	<i>Describe Course of Study or Major</i>	<i>Describe Specialized Training, Skills and Skill-Related Activities</i>
Elementary:				
High School:				
College/Univ:				
Graduate or Professional:				
Trade or Correspondence:				
Other:				

<b>PROFESSIONAL REFERENCES</b>				
<i>Please list professional references you have previously worked with who are not relatives.</i>				
<i>Name</i>	<i>Occupation</i>	<i>Address (Street, City, &amp; State)</i>	<i>Telephone No.</i>	<i>Number of Yrs. Known</i>

APPLICATION WILL BE CONSIDERED ACTIVE FOR THE PERIOD OF TIME, FOR WHICH THE POSITION YOU APPLIED IS OPEN OR A MAXIMUM OF 30 DAYS, WHICHEVER IS GREATER. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

**I CERTIFY UNDER PENALTY OF PERJURY OF THE LAWS OF THIS STATE AND OF THE UNITED STATES THAT ALL OF THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.**

X 

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**Signature of Applicant** **Date**

## APPLICANT'S STATEMENT AND AGREEMENT

In the event of my employment with SD COMMERCIAL, LLC, I will comply with all rules and regulations of SD COMMERCIAL, LLC ("Employer").

**Conditions of Hire:** I understand that Employer reserves the right to require me to submit to a test for the presence of alcohol or 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 on passing of a physical examination and a test for the presence of alcohol or drugs in my system, performed by a doctor selected by Employer. Further, I understand that at any time after I am hired, Employer may require me to submit to a physical examination and an alcohol and drug test, to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to Employer. 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. I understand employment with SD COMMERCIAL, LLC is also contingent on my providing sufficient documentation necessary to establish my identity and eligibility to work in the United States.

**Pre-Employment Interview:** If you are selected for a pre-employment interview, you will be required to take a Personal Integrity Survey. It contains questions which will allow us to learn more about you than the information contained on your resume. These questions are intended to reveal overall character issues, such as reliability and decision-making ability. Skills can always be taught but personalities cannot. This survey is meant to learn about your skills and your talents to determine if you are a good fit with our Company. Your capacity to achieve excellence will be derived by measuring the likelihood of success in our Company's work environment. In other words, are you the best fit for the job.

**Authorization for Background Verification:** I understand that Employer may contact my previous employers and I authorize those employers to disclose to Employer all records and information pertinent to my employment with them. I authorize the persons named herein as personal references to provide Employer with any pertinent information they may have regarding me.

**Statement of Full Disclosure:** I hereby state that all the information I provided on this application or any other documents completed in connection with my employment application, and in any interview are true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed by Employer and any such information is later found to be false or incomplete in any respect, I may be dismissed for good cause.

**At-Will Employment:** If hired, I agree as follows: My employment and compensation is terminable At-Will, is for no definite period, and my employment and compensation may be terminated by either the Employer or me at any time and for any reason whatsoever, with or without good cause. This is the entire agreement between the Employer and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Company. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after I am hired do not alter this Agreement.

**Probationary Period:** If employed, I may be subject to a Probationary Period at the beginning of my employment in order that both the Employer and I evaluate my suitability for the position hired. The Probationary Period may be extended or be reimposed at any point in my employment. The existence of the Probationary Period does not alter, amend or remove the Employer's At-Will employment policy.

**Nepotism Policy:** Relatives, roommates, and individuals who are involved in a romantic relationship with current employees of SD COMMERCIAL, LLC may not work in a direct reporting relationship with such current employees, excluding relatives of persons with an ownership interest in SD COMMERCIAL, LLC. If you

receive a conditional offer of employment, you may be asked to identify any relative, roommate, or any individual who is involved in a romantic relationship who is a current employee of SD COMMERCIAL, LLC. For purposes of this policy, "relative" is defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of people who are related by blood or marriage; "roommate" is defined as any person who resides with the employee, regardless of affiliation; and "romantic relation" is defined as any person who is engaged in a relationship of a romantic nature with the employee.

**Arbitration:** I further agree and acknowledge that the Employer and I will utilize binding arbitration to resolve all disputes that may arise out of the employment or pre-employment context. Both the Company and I agree that any claim, dispute, and/or controversy that I may have against the Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or that the Employer may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Employer shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Section 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with 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, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. 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 shall apply and be observed. 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, motions 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. Any dispute concerning the validity, enforceability, scope or interpretation of this Agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court of law of competent jurisdiction. **I understand and agree to this binding arbitration provision, and I and the Company both give up our rights to trial by jury of any claim I or the Company may have against each other.**

**Criminal & Driving Statement.** The California Health & Safety Code requires a background check of all employees of community care facilities who have contact with clients. If you are applying for work at Sungarden Terrace L.P. or Harbor Terrace Retirement Center of San Pedro LP, any job offers are subject to the individual submitting fingerprints so that the California Department of Justice may conduct a criminal background check. Unless the Caregiver Background Check Bureau ("CBCB") issues an exemption, no individual is eligible to work at any community care facility if that person has been convicted of a crime, other than a minor traffic violation.

If vehicle operation is a requirement of your assignment, a CLEAN driving record, with no moving violations within the last three years, is required. The APPLICANT MUST have a minimum of 12 months total driving experience within the last 3 years and during the course of employment with SD Commercial, LLC, MUST maintain a clean driving record. A recent printout of the APPLICANT'S driving record with the Department of Motor Vehicles must be submitted prior to hiring.

**Severability:** If any term or provision, or portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction, it shall in no way affect the validity of any other provision hereof. This Agreement shall be governed by the laws of the State of California.

*IF YOU HAVE ANY QUESTIONS REGARDING THESE STATEMENTS, PLEASE ASK AN EMPLOYER REPRESENTATIVE BEFORE SIGNING. **DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENTS AND AGREEMENT.***

I hereby acknowledge that I have read the above statements and understand the same.



**Signature of Applicant**

**Date**

# CONSUMER CREDIT REPORT RELEASE FORM

## PLEASE READ CAREFULLY

BY MY SIGNATURE BELOW, I AUTHORIZE SD COMMERCIAL, LLC, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES AND AGENTS, ("Employer") to obtain a Consumer Credit Report on me. This authorization is valid for purposes of verifying information given pursuant to employment or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA). By my signature below, I hereby authorize the Employer to obtain a current Consumer Credit Report from a provider of its choice. This authorization shall be valid in original or copy form.

The Employer does not consider a person's credit report in making its hiring decisions except for applicants in managerial positions, positions which require regular access to retail business, personal, or credit information, or positions which may require access to at least \$10,000 during a typical workday.

Applicant's Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Current Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*\*NOTE: PLEASE ATTACH A COPY OF A VALID DRIVERS LICENSE\*\***