



Ingardia Bros. Produce Inc.
 700 S. Hathaway St. Santa Ana, CA 92705-4126
 Phone: 949-645-1365 Fax: 949-645-2073

APPLICATION FOR EMPLOYMENT

We are an equal opportunity employer and do not unlawfully discriminate in employment. No question on this application is used for the purpose of limiting or excluding any applicant from consideration for employment on a basis prohibited by local, state, or federal laws. Equal access to employment, services, and programs is available to all persons. Those applicants requiring reasonable accommodation to the applicant and/or interview process should notify a representative of the organization.

Please Print ALL Information Except Signature

Personal Information

Name: _____
Last Name First Name Middle

Address: _____
No. & Street City State Zip

() _____ () _____ Social Security Number _____
Home Phone Cell Phone

Email address: _____

Employment Desired Full Time Only Part-Time Only Full- or Part-Time

Position applying for: _____ Salary Desired: _____

Date you will be available to start work: _____

Have you ever applied with Ingardia Bros. Produce Inc. before? Yes / No If yes, when?

How did you hear about this position and Ingardia Bros. Produce Inc. (Recruiter, job posting, referral, etc.)?

Do you have any friends or relatives working for Ingardia Bros. Produce Inc.? YES / NO
 If yes, state the name(s) and relationship:

Name Relationship



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(1) If hired, would you have a reliable means of transportation to and from work?	YES / NO
Drivers License Number (if driving is an essential job duty): _____	
(2) Are you able to meet attendance requirements?	YES / NO
(3) Do you have any objections to working overtime if necessary?	YES / NO
(4) Are you at least 18 years old? (If under 18, hire is subject to verification that you are of minimum legal age.)	YES / NO
(5) 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
(6) Are you able to perform the essential functions of the job for which you are applying, either with or without reasonable accommodations? If no, describe the functions that cannot be performed.	YES / NO
<small>(Note: We comply with the ADA 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.)</small>	



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Education, Training, and School			
High School Name _____		Did you Graduate YES/ NO _____	
Area of Study _____		Degree _____	
Address:			
No. & Street _____	City _____	State _____	Zip _____
College/ University Name _____		Did you Graduate YES/ NO _____	
Area of Study _____		Degree _____	
Address:			
No. & Street _____	City _____	State _____	Zip _____
Vocational/Business _____		Did you Graduate YES/ NO _____	
Area of Study _____		Degree _____	
Address:			
No. & Street _____	City _____	State _____	Zip _____
Other _____		Did you Graduate YES/ NO _____	
Area of Study _____		Degree _____	
Address:			
No. & Street _____	City _____	State _____	Zip _____

Employment History			
List below all present and past employment starting with your most recent employer (last five years is sufficient). Account for all periods of unemployment. You must complete this section even if attaching a resume.			
Name of Employer _____		Telephone No. _____	
Address:			
No. & Street _____	City _____	State _____	Zip _____
Type of Business _____		Company Website: _____	
Your Supervisor's Name and Title _____			
Dates of Employment: ____/____/____		Pay: _____	
From		To Starting Ending	
Your Position and Duties _____			



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Please Read Carefully, Initial Each Paragraph and Sign Below:

Drug and Alcohol Policy

Ingardia Bros. has a vital interest in maintaining a drug and alcohol free environment for it's employees, customers and visitors. Therefore, the company prohibits the use, possession of, distribution of, purchase or sale of, offering to purchase or sale, transfer of, trafficking in, and working or reporting for work under the influence of intoxicants, drugs or controlled or illegal substances. Applicants for employment may be required to take and pass a drug and alcohol screening test before they can begin to work and employees may be tested fi the company has a reasonable suspicion of substance abuse. Results of such tests will be kept confidential in accordance with applicable laws.

I acknowledge that this it the policy Ingardia Bros. Produce enforces. Signature _____

Terms and Conditions of Application

_____ I hereby certify that I have not knowingly withheld any information that might adversely effect my chances employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

_____ I hereby authorize Ingardia Bros. Produce Inc 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 prior notice of such disclosure. In addition, I hereby release Ingardia Bros. Produce Inc, all claims, and demands or liabilities 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 which may be granted or during my employment contract between me and the company. In addition, I understand and agree that if I am employed, my employment is for no definite or determinable period of Ingardia Bros Produce Inc. and may be terminated at any time, with or without prior notice, at the option of either myself or Wpromote, and that no promises or representations contrary to the foregoing are binding on Ingardia Bros. Produce Inc. unless made in writing and signed by me and Ingardia Bro. Produce's Inc. designated representative.

I present and warrant that I have read and fully understand the foregoing and that I seek employment under these conditions.

_____ Date Applicant's Signature

APPLICANT'S STATEMENT & AGREEMENT

1. In the event of my employment in a position with this Company, I will comply with all rules and regulations of this Company. I understand that the Company may require me to submit to a test for the presence of 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 upon the passing of a physical examination. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honesty tests, prior to and during my employment. I understand that should I decline to sign this consent or 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.

2. I further understand that the Company may contact my previous employers. I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby waive any rights or claims I have or may have against my former employers, their agents, employees, and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself. I also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

3. I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview, is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is found to be false or incomplete in any respect, I may be dismissed. I understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

4. At Will Employment. I agree that, if hired, my employment shall not be for any specific duration and either the Company or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between the Company and me.

5. Arbitration Agreement. I agree that the Company and I will utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment and/or application for employment, including but not limited to the termination of my employment and my compensation. The Company, and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me in a lawsuit against the Company in a court of law, or any person who represents or seeks to represent the Company in a lawsuit against me in a court of law. The Company and I agree that any claim, dispute, and/or controversy that I may have against Company (or its owners, directors, officers, managers, employees, or agents), or that the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), and in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 *et seq.*, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery) to the extent they do not conflict with the terms of this Agreement. The FAA applies to this agreement because the Company's business involves interstate commerce. 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, harassment and/or retaliation, 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. The only exception to the requirement of binding arbitration shall be for 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). By this binding arbitration provision, the Company, and I give up our right to trial by jury of any claim I may have against the Company or of any claim the Company may have against me.

5a. All claims brought under this binding arbitration agreement shall be brought in the individual capacity of myself, or the Company. This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, or permit such claims or controversies to proceed as a class or collective action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action on a class or collective basis.

5b. I acknowledge that this agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

5c. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an 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. 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. Resolution of all 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.

5d. Within thirty days of the arbitrator's final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party's written request, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.]

5e. This is the entire agreement between myself, and the Company, regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement.

5f. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT. IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT, PLEASE ASK A COMPANY REPRESENTATIVE BEFORE SIGNING. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME AND THE COMPANY TO ARBITRATE DISPUTES THAT ARISE OUT OF MY EMPLOYMENT OR APPLICATION FOR EMPLOYMENT.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND AND AGREE TO THE SAME.

Signature of Applicant

Date