



Employment Application - Associates

OFFICE USE	
Manager's who accepted application	Store #: _____ Date Rcvd: _____

"DII ("DII" or "the Company") is committed to Equal Employment Opportunity and will not discriminate against any applicant or employee on the basis of race, color, creed, religion, age, sex, sexual preference or orientation, national origin, citizenship, marital status, veteran status, disability, genetic information or any other classification protected by applicable state, federal or local law. Please inform the Company if you need any assistance in completing this or any other forms or to participate in our application process."

Instructions:

- 1) Fill out all the information in Sections 1, 2, and 3 clearly and in print (non-script).
- 2) To be eligible for employment consideration, you MUST identify previous employers within past 12 months and include such employer's contact information. Although we may not ask the reason why you are no longer working there, we do however require to verify that you in deed were employed.

Section 1	
Applicant Name (Last): _____ (First): _____ Nick Name: _____ Street Address / Apt#: _____ City / State / Zip: _____	Phone: _____ Cell Phone: _____ Email Address: _____
Please attach your resume detailing previous retail work experience to this application.	
<p>YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> Are you able to work Saturdays and/or Sundays between 9:30am - 7:30pm?</p> <p><input type="checkbox"/> <input type="checkbox"/> Are you able to work weekday morning shifts between 9:30am - 3:00pm?</p> <p><input type="checkbox"/> <input type="checkbox"/> Are you able to work weekday afternoon shifts between 2:00pm - 7:00pm?</p> <p><input type="checkbox"/> <input type="checkbox"/> Are you legally eligible for employment in the United States?</p> <p><input type="checkbox"/> <input type="checkbox"/> Do you have necessary documentation permitng you to work? If under 18, do you have working papers <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> <input type="checkbox"/> Did you ever work for D&D (our previous affiliate), Big D, or DII before? <i>(Please indicate location, and dates on back of this application.)</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Do you have any friends/relatives currently employed at DII, D&D, or Big D? <i>(Please write their names, relationship, and work location on back.)</i></p>	

Section 2 - Work Experience	Section For Office Use Only
Please list your last 2 employers, starting with the most recent:	
Company Name: _____ Dates... _____ Street Address: _____ From: _____ City, State: _____ To: _____ Supervisor's Name: _____ Position: _____ Supervisor's Phone: _____ Reason for Leaving: _____ <input type="checkbox"/> This is my current employer, and I prefer that DII NOT contact them.	Employment Verified: <input type="checkbox"/> YES <input type="checkbox"/> NO Name of Person Spoken With: _____ Date Contacted: _____
Company Name: _____ Dates... _____ Street Address: _____ From: _____ City, State: _____ To: _____ Supervisor's Name: _____ Position: _____ Supervisor's Phone: _____ Reason for Leaving: _____	Employment Verified: <input type="checkbox"/> YES <input type="checkbox"/> NO Name of Person Spoken With: _____ Date Contacted: _____

Section 3 - Educational Background	
Highest Level of Education: _____	Date Completed: _____
Degree / Received Certificate: _____	

Section 4 - Certification and Authorization [PLEASE READ CAREFULLY BEFORE SIGNING.]
1) I have disclosed all information that is relevant and should be considered applicable to my candidacy for employment. 2) I hereby certify that the information given by me is true in all respects. I authorize DII and its representatives to contact my prior employers and all others for the purpose of verification of the information I have supplied and release same from any liability resulting from the information released. I authorize employers, schools and other persons named on this application to provide any information or transcripts requested. 3) I understand employment with DII is also contingent on my providing sufficient documentation necessary to establish my identity and eligibility to work in the United States. 4) I expressly understand and agree that, if employed, my employment, having no specified term, is based upon mutual consent and may be terminated at will, with or without cause, by either party (the employer or me) without prior notice to the other, unless otherwise prohibited by law. 5) I understand that no representation, whether oral or written, by any representative or agent of DII at any time, can constitute an implied or expressed contract of employment. I further understand no representative or agent of DII has the authority to enter into an agreement for employment for any specified period of time or to make any change in any policy, procedure, benefit or other terms or condition of employment other than in a document signed by the Vice President. 6) I certify, under penalty of perjury, that all of the above information is true and complete, and I understand that any falsification or omission of information may result in denial of employment or, if hired, may result in termination regardless of the time lapse before discovery. 7) By signing this application for employment, I agree to the resolution, first by mediation and then, if necessary, by binding arbitration, of all claims or controversies ("claims"), arising out of my application for employment with the Company. This includes (but is not limited to) claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance. I understand that I am giving up my right to a jury trial, a court trial, as well as my right to file most administrative charges, with regard to such claims. A full copy of the plan which outlines this mediation and arbitration process (the "Plan") is on the back of this application and I can keep a copy to take home. Based on my review of the Plan, or for any other reason, I understand I have the right to withdraw my agreement to mediate/arbitrate within 24 hours of when I submit this application. During this 24 period, I understand I may seek legal counsel regarding my decision to agree to this Plan.
My signature is evidence that I have read and agree with the above statements. Applicant's Signature: _____ Date Signed: _____

Section 4 - Certification and Authorization (Continue) [PLEASE READ CAREFULLY BEFORE SIGNING.]

MEDIATION AND ARBITRATION PROCEDURES

The mediation and, if necessary, arbitration will be held under the rules of the American Arbitration Association ("AAA"), Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or any other service to which the parties agree. The selection of that service shall be made by the party who did not initiate the claim. The Company and I agree that, except as provided in this Agreement, any mediation or arbitration shall be in accordance with the then-current Model Employment Mediation and Arbitration Procedures of the AAA or equivalent (if AAA is designated), the then-current JAMS Employment Mediation and Arbitration Rules or equivalent (if JAMS is designated), or the applicable rules of any other service to which the parties mutually agree.

Rules and Procedures Specific to Arbitration

The arbitrator shall be either a retired judge, or an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"). The arbitration shall take place in or near the city in which I am or was last employed by the Company. The Arbitrator shall be selected as follows: The service selected shall give each party a list of eleven(11) arbitrators drawn from its panel of employment dispute arbitrators. Each party shall have ten (10) calendar days from the postmark date on the list to strike all names on the list it deems unacceptable. If only one common name remains on the lists of both parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of both parties, the parties shall strike names alternately from the list of common names until only one remains. The party who did not initiate the claim shall strike first. If no common name remains on the lists of both parties, the selected service shall furnish an additional list of eleven (11) arbitrators from which the parties shall strike alternately, with the party initialing the claim striking first, until only one name remains. That person shall be designated as the Arbitrator.

The Arbitrator shall apply the substantive law (except where limited by this Agreement) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies unless otherwise stated in this Agreement. The Federal Rules of Evidence shall apply. The Arbitrator, and not any federal, state, or local court or agency, 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. The arbitration shall be final and binding upon the parties, except as provided in this Agreement.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure and applicable federal common law. The arbitrator shall be paid an agreed upon hourly rate for the time spent reviewing and ruling on such motions, and such fee shall be paid by the moving party unless otherwise ordered by the Arbitrator or otherwise required by law.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Should any party refuse or neglect to appear for or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The Arbitrator shall render an award by written opinion in the form typically rendered in labor arbitrations no later than thirty (30) days from the date the arbitration hearing concludes or the posthearing briefs (if requested) are received, whichever is later. The opinion shall include the factual and legal basis for the award.

Either party shall have the right, within twenty (20) days of issuance of the Arbitrator's opinion, to file with the Arbitrator a motion to reconsider (accompanied by a supporting brief), and the other party shall have twenty (20) days from the date of the motion to respond. The Arbitrator thereupon shall reconsider the issues by the Motion and promptly either confirm or change the decision, which (except as provided by this Agreement) shall then be final and conclusive upon the parties. The costs of such a motion for reconsideration and written opinion of the Arbitrator shall be borne by the party prevailing on the motion, unless the Arbitrator orders otherwise.

MEDIATION/ARBITRATION FEES AND COSTS

Mediation

The Company and I shall equally share any filing fees and the cost of the mediator's fee. Each party shall pay for its own costs and attorneys' fees, if any. However, in extraordinary circumstances, the Mediator may order either party to pay all of the Mediator's fees and costs.

Arbitration

The Company and I shall equally share any filing fees and the cost of the Arbitrator's fee, in the amount and manner determined by the Arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party. In the event the law of the jurisdiction in which the arbitration is held requires a different allocation of fees and costs in order for this Agreement to be enforceable, then such law shall be followed.

JUDICIAL REVIEW

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. A party opposing enforcement of an award may bring a separate action in any court of competent jurisdiction to set aside the award or oppose the motion for enforcement.

INTERSTATE COMMERCE

I understand and agree that the Company is engaged in transactions involving interstate commerce and that my employment with the Company involves such commerce.

REQUIREMENTS FOR MODIFICATION OR REVOCATION

This Agreement shall survive the termination of my employment from the Company. It can only be revoked or modified by a writing signed by both parties which specifically states an intent to revoke or modify this Agreement.

SOLE AND ENTIRE AGREEMENT

This is the complete agreement of the parties on the subject of mediation and arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement. All remaining provisions shall remain in full force and effect.

CONSTRUCTION

If any provision of this Agreement is judicially determined to be void or otherwise unenforceable, in whole or in part, such judicial ruling shall not affect the validity of the remainder of the Agreement. All remaining provisions shall remain in full force and effect.

CONSIDERATION

The promises by the Company and by me to mediate and, if necessary, arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other. Similarly, my at-will employment and/or continued at-will employment with the Company provides consideration for me signing this Agreement, as does any other discretionary payment or benefit I may receive in exchange for signing this Agreement.

NOT AN EMPLOYMENT AGREEMENT

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this agreement in any way alter the "at-will" status of my employment.