

Dunham's Athleisure Corporation is an Equal Opportunity and At Will employer. Dunham's reserves the right to drug test.

## **EMPLOYMENT APPLICATION**

The completion of this application is an important step in being considered for employment. Please complete all sections of the application. If you do not, you may not be considered for employment. All persons shall have the opportunity to be considered for employment without regard to their race, color, religion, national origin, age, disability, sex, marital status, military service, veteran status, or other characteristics protected by federal, state or local laws.

PERSO	ONAL D	ATA		Pleas	se Print													
LEGAL	NAME																	
PRESE			Last						First					Middle In	iitial			
PRESENT ADDRESS PREVIOUS ADDRESS				Street			Apt#			C	City		State	State		2	Zip	
			S	Street			Apt#			(	City		State			2	Zip	
PHONE NUMBER				ALTERNATE PHON				NE NUMBER			Best times and days to telephone me:							
POSITION DESIRED:								[ ] Full time [ ] Part time				ACCEPTABLE PAY RANGE:						
				Willing to relocate? [ ] Yes If YES, give geographical preference.				[ ] No			Are you 18 years of age or older? [ ] Yes [ ] No If NO, what age?							
How did you hear of this job?						Do you know anyone that works at If YES, list name(s)					Dunham	's?	[ ] Ye	es [ ]	] No			
If hired, can you present documentation of U.S. citizenship or your legal right to live and work in this country?						ur	nder yo	you previously submitted an application to us [] Yes r your current name or a different name? [] No when and under what name?										
HOUR			-			סוווטד				C AT		Have you		•	-	-		?
SUN MON TUES WED THUR FRI SAT [] Yes [] No   From Position held: Position held: Position held: Position held: Position held:				If YES,	Dates e	employed	:											
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*We will atte	empt to accon	nmodate you	r schedul	le, but manage	gement reserv	ves the right to s veekends, even	schedule	assoc	ciate hours a	IS		Why did you	leave?					
EDUC		-			-		-			rada		Currently		g school? ou Gradua		-	[ ] N	
High S	chool	name,	Oity, C	State of S		Major	Studi	62		aue	001	mpleted					Degree	
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Other (Specify)																		
OTHEF	R SPECI	AL TRA		G OR S	KILLS							<b>U.S. Mi</b> Branch of S Type of Du	-	ed Training:				
Are you	u presen	itly emp	loyed	?[]Y	′es [ ]	No	f YES:	[	] Full Ti	ne [	]	Part Time						
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conside that have	er minor	traffic v ounged, se	iolatic ealed o	ons); or or statutori	been rele	eased fro	m pri	ison	for a fe	elony	/ wi	me, incluc ithin the la qualify you fo	ist seven	years? I	Do not	disclose		tions

### **EMPLOYMENT HISTORY**

List below your work experience; START with your current or most recent place of employment. SEE RESUME is NOT acceptable.

Dates Employed: From (month/year)	To (month/year)	Starting Pay:	_ Current/Ending Pay:				
Company Name:		Telephone Number: ()					
Address (Street/City/State):							
Position Held:		Supervisor:					
Reason for leaving:							
Dates Employed: From (month/year)	To (month/year)	Starting Pay:	_ Ending Pay:				
Company Name:		Telephone Number: ()					
Address (Street/City/State):							
Position Held:		Supervisor:					
Reason for leaving:							
Dates Employed: From (month/year)	To (month/year)	Starting Pay:	_ Ending Pay:				
Company Name:		Telephone Number: (	)				
Address (Street/City/State):							
Position Held:		Supervisor:					
Reason for leaving:							
Dates Employed: From (month/year)	To (month/year)	Starting Pay:	_ Ending Pay:				
Company Name:		Telephone Number: ()					
Address (Street/City/State):							
Position Held:		Supervisor:					
Reason for leaving:							
List all other companies that have employ above: (use this area only if the above space		ANY PERIOD OF TIME THAT YOU WERE UNEMPLOYED? [ ] Yes [ ] No If YES, please explain and give dates:					
REFERENCES (list individuals having kn	owledge of your work abilities first )	ļ					
Name	Title/Company		Phone				
Name	Title/Company		Phone				
Name	Title/Company		Phone				

I hereby certify that all information furnished by me on this application is true, and I understand that falsification, distortion, or omission of any of the aforementioned information is grounds for immediate dismissal, regardless of when such omission or misrepresentation might be discovered by the Company. I authorize those agencies, employers, companies, schools or individuals mentioned herein to release to Dunham's, or its agents, relevant information and opinion that may be used in employment decisions; and I release the Company and all providers of information from any liability as a result of furnishing or using this information. If hired, I agree to conform to the rules and regulations of Dunham's, and understand that my employment and compensation is "At Will" and can be terminated with or without cause, with or without notice at any time at the option of the Company or myself. I further understand that Dunham's or any agent of the Company shall have the maximum discretion permitted by law to administer, interpret, modify, or discontinue, enhance or otherwise change all policies, procedures, benefits or other terms or conditions of employment. I agree, in partial consideration for my employment, that any claim or lawsuit; I waive any statute of limitations to the contrary. I understand that no Manager or representative of Dunham's, other than the Board of Directors acting pursuant to Company By-Laws, has any authority to enter into an agreement for employment of any specified period of time or to make any agreement contrary to the foregoing. In submitting this application, I understand authorize Dunham's to conduct criminal background checks before and during employment.

I understand that before any offer of employment is finalized or thereafter if hired, I may be required to submit to a blood, urine and/or other testing for alcohol, drugs or controlled substance at a Company selected facility at the Company's expense.

I HAVE READ AND UNDERSTAND THIS APPLICATION AND THE QUESTIONS, STATEMENTS AND CONDITIONS OF EMPLOYMENT CONTAINED HEREIN.

Applicant's		Social Security number:
Signature	Date	//

Under the Michigan Handicappers Civil Rights Act, a handicapper may allege a violation of the Act regarding the failure to accommodate only if the handicapper notifies the employer in writing of the need for accommodations within 182 days after the date the handicapper knew or reasonably should have known that an accommodation was needed.

Under Maryland law, an employer may not require or demand, as a condition of employment, prospective employment, or continued employment, that an individual submit to or take a lie detector or similar test. An employer who violates this law is guilty of a misdemeanor and subject to a fine not exceeding \$100.

\*\*Under Illinois law, 20 ILCS 2630/12, Illinois applicants are not required to disclose sealed or expunged records of conviction or arrest.

Complete only if interviewed

## BACKGROUND INVESTIGATION DISCLOSURE

As a part of the employment process, which includes all pre-screening activity and, if applicable, any duration of employment with Dunham's Athleisure Corporation ("Dunham's"), Dunham's may obtain one or more Consumer Reports and/or Investigative Consumer Reports ("Reports") about you. If such Reports are obtained, Dunham's may use the information contained in them for employment purposes or as may otherwise be allowed under the law.

The Fair Credit Reporting Act, as amended by the Consumer Credit Reporting Reform Act of 1996, requires Dunham's to disclose to you that these Reports may include information about your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and/or mode of living. Upon written request, additional information regarding the nature and scope of Investigative Consumer Reports and a written summary of your rights under the Fair Credit Reporting Act will be provided to you.

# **AUTHORIZATION & RELEASE**

During the application process and, if applicable, at any time during any subsequent employment with Dunham's, **I authorize** Dunham's or any other entity so designated by Dunham's to procure one or more Consumer Reports and/or Investigative Consumer Reports about me. **I understand** these Consumer Reports and/or Investigative Consumer Reports may contain information about my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and/or mode of living. **I further understand** that Dunham's may use the information contained in these Reports for employment purposes or as may otherwise be allowed under the law. **I acknowledge** that these Reports may be compiled with information from consumer reporting agencies; court record repositories; departments of motor vehicles; past or present educational institutions; governmental occupational licensing or registration entities; business or personal references; personal interviews with neighbors, friends and/or associates; and any other information required to verify my background. **I understand** that I may submit a written request to Dunham's for additional information regarding the nature and scope of Investigative Consumer Reports and a written summary of my rights under the Fair Credit Reporting Act.

Applicant Signature

Date

Printed Name

Date of Birth (Optional)

Social Security Number (Complete only if interviewed)

• Must be submitted with application •

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

 for incapacity due to pregnancy, prenatal medical care or child birth;

 to care for the employee's child after birth, or placement for adoption or foster care;

• to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or

• for a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

#### \*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

#### \*Special hours of service eligibility requirements apply to airline flight crew employees.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

• interfere with, restrain, or deny the exercise of any right provided under FMLA; and

 discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 <u>WWW.WAGEHOUR.DOL.GOV</u> U.S. Department of Labor / Wage and Hour Division

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