

FPL FOOD, LLC

1964 Old Dunbar Road
West Columbia, SC 29172

1301 New Savannah Road
Augusta, GA 30901

FPL Food LLC

will not discriminate against any employee or applicant because of age, religion, sex, race, color, national origin, disability, or veteran status.

Application For Employment

Resume Attached? Yes No

Personal Information

Please print all information

Today's Date:

Last Name	First Name	Middle Name	What county do you live in?
Current Address	City	State	Zip
Home Phone			
Previous Address	City	State	Zip
Alternate Phone			
Have you ever applied for employment with us? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please give date and location:</i>			Social Security Number
Position Desired:			Pay Expected:
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Conviction will not necessarily disqualify you from employment)</i> <i>If yes, please explain:</i>			
Are you legally eligible for employment in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Proof of eligibility will be required before you can be employed.)</i>			When will you be available to begin work?
Are you able to perform the essential functions of the job for which you are applying for with or without accommodations? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Education and Training

High School or GED	Circle Years Completed 1 2 3 4	Degree	Did you graduate?
City / State			<input type="checkbox"/> Yes <input type="checkbox"/> No
College (undergraduate)	Circle Years Completed 1 2 3 4	Degree	Did you graduate?
City / State			<input type="checkbox"/> Yes <input type="checkbox"/> No
College (postgraduate)	Circle Years Completed 1 2 3 4	Degree	Did you graduate?
City / State			<input type="checkbox"/> Yes <input type="checkbox"/> No
Trade, Business, Correspondence	Program Description	Degree	Did you graduate?
City / State			<input type="checkbox"/> Yes <input type="checkbox"/> No

Other Training and Educational Programs

Program/Training Course Name	Dates	Program/Training Course Description

Employment History

Please give accurate, complete full-time and part-time employment information. Start with your most recent employer.

Company Name				Telephone
Address	City	State	Zip	Employed (Month and Year) From To
Name of Supervisor		Your Job Title		Pay Rate Start \$ End \$
Describe your work				Reason for leaving

Company Name				Telephone
Address	City	State	Zip	Employed (Month and Year) From To
Name of Supervisor		Your Job Title		Pay Rate Start \$ End \$
Describe your work				Reason for leaving

Company Name				Telephone
Address	City	State	Zip	Employed (Month and Year) From To
Name of Supervisor		Your Job Title		Pay Rate Start \$ End \$
Describe your work				Reason for leaving

Military Experience

Complete this section if you served in the U.S. Armed Forces

Describe your duties and any special training	Branch of Service
	Period of Active Duty (Month and Year) From To
	Rank at Discharge Date of Discharge

Are you currently related to any employees of FPL FOOD, LLC? Yes No
If yes, please list name(s), location(s) and relationship.

Name	Location	Relationship
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Name	Location	Relationship
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As an applicant for employment I understand and accept the following:

- Any misrepresentation or falsification of information or significant omissions may be cause for rejection of my application or for subsequent discipline up to and including termination if discovered at a later date.
- I may be required to pass a physical, post offer, the results of which may be grounds for a withdrawal of or termination of employment.
- My employment is contingent upon a drug and/or alcohol screen, the results of which may be grounds for disqualifying me from employment.
- My employment is not guaranteed for any term, and my employment may be terminated by the company or myself at any timer and for any reason.
- All employees are required to utilize alternative dispute resolution and sign the arbitration agreement.
- I understand that a background check will be conducted and could include checks on my prior work experience, educational background, criminal record, social security trace, motor vehicle and credit. I also understand that once employed I am subject to additional background investigations, as appropriate.
- I authorize and consent to my current and prior employers, educational institutions, persons or organizations named in this application (or accompanying resume) and financial institutions and other agencies to release any information that may be required to make an employment decision and release all parties from all liability for any damage that may result from providing this information.

Applicant Signature _____ Date: _____

FPL FOOD, LLC

Self-Identification Form

The Equal Opportunity Commission (EEOC) requires organizations with 100 or more employees to complete an EEO-1 report.

Completion of this data is **voluntary** and will not affect your opportunity for employment or terms and conditions of employment. This form will be used for EEO-reporting purposes only and will be kept separate from all other personnel records.

Personal Information

Please print all information

Today's Date:

Last Name	First Name	Middle Name	Home Phone:
Mailing Address:			Cell Phone:
Emergency Contact Name:			Emergency Contact Number:
Citizen Status: (check one) <input type="checkbox"/> US Citizen <input type="checkbox"/> Legal alien with permanent work permit <input type="checkbox"/> Legal alien with temporary work permit			Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Married
Race: (check one of the following): <input type="checkbox"/> Caucasian (White) <input type="checkbox"/> Asian or Pacific Islander (AP) <input type="checkbox"/> African-American (Black) Non- Hispanic (B) <input type="checkbox"/> Hispanic (H) <input type="checkbox"/> American Indian or Alaskan Native (AI) <input type="checkbox"/> Other _____			
Education: (Check all that apply) <input type="checkbox"/> Did not complete high school <input type="checkbox"/> High School Graduate <input type="checkbox"/> GED <input type="checkbox"/> Tech School Graduate <input type="checkbox"/> College Graduate			GENDER: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
Vets 100 Status: (check any that apply) <input type="checkbox"/> Disabled Vet <input type="checkbox"/> Vietnam Era (8/5/64-5/7/75) <input type="checkbox"/> Other Veteran <input type="checkbox"/> Not a Veteran		Vets-100 A Status: (check any that apply) <input type="checkbox"/> Armed Forces Service Medal Winner <input type="checkbox"/> Disabled <input type="checkbox"/> Other Veteran <input type="checkbox"/> Not a Veteran	
			Disabled: (check one) <input type="checkbox"/> YES <input type="checkbox"/> NO

BINDING ARBITRATION AGREEMENT

- 1) Except as specifically set forth herein, I, _____ (“Employee”), agree to resolve any and all disputes or claims related in any manner whatsoever to my employment at FPL Food (“Company”) including, but not limited to, any claims against Company, its officers, shareholders, employees, or agents, by binding arbitration. Disputes or claims related to my employment include, but are not limited to, claims or charges based upon federal or state statutes, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, and any other civil rights statute, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, The Fair Labor Standard Act or other wage statutes, the WARN Act, claims based upon tort or contract laws, or any other federal or state law affecting employment in any matter whatsoever.
- 2) The sole expectation to this agreement to arbitrate involves suits brought on behalf of Employer or Employee seeking a temporary restraining order, preliminary injunction and/or permanent injunction (“injunction relief”) based upon violation of non-compete, and/or confidentiality, and/or non-disclosure, and/or solicitation agreements, in the event there is immediate and irreparable injury, loss of damage. The parties agree that neither shall seek monetary damages under this exception to the agreement to arbitrate. However, in the event that the Employer is successful in obtaining injunctive relief as defined herein, Employee shall be liable for payment of Employer’s attorney’s fees, costs, and expenses incurred in connection with obtaining injunctive relief.
- 3) Employee understands that class and collective actions are not permitted under this Agreement and covenants that Employee will not pursue any class or collective actions or serve as class representative against Company but rather will pursue all claims individually via arbitration as outlined herein.
- 4) In the event that a claim is brought pursuant to any law or statute that provides for the allocation of attorneys’ fees or costs, the arbitrator shall have the power to allocate attorneys’ fees and costs pursuant to the applicable law or statutes.
- 5) Company and Employee agree that arbitration pursuant to this Agreement shall be in accordance with the applicable rules of the American Arbitration Association (“AAA”). The parties, however, specifically agree that the AAA class action rules are excluded from this Agreement in that class actions or collective actions are not permitted under this Agreement. The parties agree that the parties shall share equally the costs, fees, and expenses incurred by arbitration, except in the following circumstances:

In the event the Employee is unable to pay his or her share of the costs of arbitration due to financial hardship, the Employee may apply to the AAA for “*in forma pauperis*” status in accordance with the criteria established by the applicable United States Circuit of Appeals. Alternatively, the Employee may apply to the AAA for the use of a *pro bono* arbitrator or for waiver reduction or deferral of the AAA’s fees based upon financial hardship. The AAA shall determine whether the employee qualifies for financial hardship waiver, reduction or deferral of the AAA’s fees and costs.

- 6) Company and Employee agree that, in addition to the applicable AAA rules, the arbitration proceedings shall be conducted in accordance with the appropriate federal or state rules of evidence, civil procedure, and appellate procedure. In cases premised on federal jurisdiction, the Federal Rules of Evidence, Federal Rules of Civil Procedure, and Federal Rules of Appellate Procedure shall apply. In cases premised on state jurisdiction, the applicable state rules of evidence, civil procedure, and appellate procedure shall apply. In cases of concurrent jurisdiction, the federal rules shall apply. To the event the aforementioned federal and state rules conflict with the AAA rules, the federal and state rules shall govern the proceedings.
- 7) The arbitrator shall write an opinion stating all findings of fact and conclusion of law with respect to the arbitration decision.
- 8) An award, an opinion, ruling, or judgment (hereinafter collectively “Judgment”) of the arbitrator shall be entered as a judgment of record in the appropriate court. Specifically, in cases premised on federal jurisdiction the Judgment shall be entered in the appropriate U.S. District Court and in cases premised solely on state law, the Judgment shall be entered in the appropriate state court.
- 9) Company and Employee agree that the arbitrator’s Judgment shall be appealable on the same grounds as a judgment rendered by a fact finding court of law (“trial court”). The parties agree that the arbitrator decision will be reviewed under the same standard of review used in reviewing a trial court’s decision and will be governed by the applicable rules of appellate procedure referenced hereinabove.
- 10) Company and Employee expressly agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this Agreement.
- 11) If any part term or provision of this Binding Arbitration Agreement is held to be illegal, invalid, void, or unenforceable, or to be in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be affected, and the rights of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.
- 12) The invalidity or unenforceability of any provisions of this Binding Arbitration Agreement shall not affect the validity or enforceability of any other agreement entered into by the parties, including any non-competition agreement or non-solicitation agreement.
- 13) Employee understands and agrees that this Binding Arbitration Agreement is not intended to be an employment contract and that nothing herein shall be construed as altering Employee’s at-will employment with Company.
- 14) Employee agrees to follow all of the rules and policies outlined herein in consideration for his or her employment with Company. Employee executes this Binding Arbitration Agreement in consideration for employment and/or for continued employment.

Signature of Employee or Applicant

Date

Print of Employee or Applicant

Witness

Date

Print of Witness

Company Representative

Date

Print of Company Representative

Questions and Answers About the Mutual Agreement to Arbitrate Claims

1. **What is arbitration?** Arbitration is a method of resolving disputes. It generally provides for the same kind of remedies, such as monetary damages, that a judge or jury can award. Two of the greatest advantages include significantly reduced costs and much quicker resolution of disputes. All parties involved in the dispute benefit from these advantages.
2. **Why does FPL Food LLC have this policy? Arbitration offers Employees and the Company the following benefits:**
 - Reduced legal costs- For both the Employee and the Company.
 - Quicker resolution- The court process is slow and often takes years to conclude.
 - Less time and resources spent-Less time at hearings and other proceedings related to the resolution of the dispute.
 - A fair and qualified decision-maker- An arbitrator is a professional neutral third party experienced in resolving disputes.
 - Greater privacy- Courtroom trials are open to the public, making it difficult to keep personal circumstances private.
3. **What kind of claims does the Agreement cover?** Legal claims of any kind, except as specified in the Agreement (which excludes, for example, worker's compensation claims).
4. **Does this mean for example that if I have a dispute with the Company over a matter unrelated to my employment, my claim may be subject to arbitration?** Yes. The Agreement covers most claims that are unrelated to your employment. For example, if you are on your way to work and involved in an automobile accident with a company related vehicle, any unresolved dispute over compensation for this accident would be subject to arbitration.
5. **Does the Agreement replace or eliminate the Company's dispute mechanisms like the current Open Door Policy?** No. Employees can and should use the Open Door Policy, which is described in the Employee Handbook.
6. **Who are the arbitrators that would decide cases?** They are arbitrators assigned by the National Arbitration Forum (NAF). If the NAF cannot conduct the arbitration, the American Arbitration Association (AAA) will administer it. The arbitrators are all certified and experienced legal professionals who are licensed to practice law and resolve disputes like these on a substantially full time basis (such as retired judges, attorneys, etc.).
7. **Are the arbitrators on the Company's payroll?** No. They are neutral and independent third parties. Arbitrators are certified by "the NAF and AAA Inc. and licensed to practice law. The employee will take part in the process by selecting the actual arbitrator.
8. **Can an arbitrator award the same kind of damages that a court or jury could?** Yes
9. **If I am discharged and I dispute it in arbitration, does the arbitration have the power to reinstate me?** The arbitrator has the power to award reinstatement and other remedies in appropriate cases.
10. **Do I have to hire an attorney to go to arbitration?** This decision is entirely that of the individual Employee. Employees are not required to be represented by counsel but may want counsel to present their case.
11. **Will I have the same opportunity to take depositions and engage in legal discovery?** In order to reduce cost to both sides, discovery will be limited, but it will still be available. For example, every party will have the right to take three depositions, and more if the parties agree. Parties also will have the opportunity to obtain relevant documents from other parties.
12. **Can cases still be settled?** Yes, at any time up to, during, or after arbitration hearing.
13. **Can arbitration decisions be appealed?** Only on the limited grounds that the arbitrator erroneously applied the law. The arbitration decision normally is final and binding.
14. **Who pays for what?**
 - **Filing Fee:** The party requesting the arbitration pays a filing fee to the NAF. If the Company is the requesting party, it will pay the entire amount of the filing fee. If the Employee is the requesting party, the Employee will pay a filing fee of no more than \$125, and the Company will pay any balance of the filing fee.
 - **Arbitration Costs:** The Company will pay for the first hearing day, and the Company and the Employee will equally share all other costs of the arbitration.
 - **Attorney's Fees:** If the Employee chooses to be represented by counsel, he/she will pay those costs. The Company will pay the cost for any counsel it uses.
 - **Other Costs:** Cost of experts, depositions and other discovery and all other costs will be paid by the party who incurs them.
 - **Award of Costs:** In certain circumstances, the arbitrator may change the allocation of these costs and fees as part of the arbitration award.
15. **Where is the arbitration held?** The hearing will be held within the federal judicial district in which the Employee was last employed with the Company, usually at a location independent to both parties, such as a local NAF office, law firm, hotel or other facility. Company facilities may be utilized if all parties agree.
16. **Is the agreement an employment contract?** No. It is simply an agreement to arbitrate claims that are not resolved by other means, such as the Company's Problem-Solving Process. The Agreement has no effect on either the Employee's or the Company's ability to end the at-will employment relationship at any time, with or without cause.
17. **When and how do I start the arbitration contract?** Most issued related to employment are resolved within the Problem-Solving Process. Often, the Problem-Solving Process helps the Company and the Employee reach an acceptable decision without involving outside parties and incurring expenses. However, utilizing the Problem-Solving Process is not mandatory. To initiate the arbitration process, either party may file a written claim with any office of the NAF, electronically or by mail. Information on how to contact the NAF is contained in the Agreement and in the NAF Code of Procedure which is available from Human Resources, each of the Company's Regional Offices, and from the NAF.
18. **If I sign the Agreement, am I giving up any substantive legal rights?** The Agreement provides that an arbitrator, rather than a judge or jury, will decide issues that are not resolved through internal channels such as the Company's Problem Solving Process. Otherwise, your substantive legal rights remain intact.
19. **What if I later change my mind?** The Agreement cannot be changed unless the Company and the Employee jointly agree to modify it.
20. **Before I sign the Agreement, may I consult with an attorney?** Yes, and you are encouraged to do so.
21. **Do I have to sign the Agreement to become an employee?** Yes. As stated on the Application of Employment, the Company has decided to use alternate dispute resolution wherever possible, and all new employees as required as a condition to their obtaining employment, to sign the Agreement.
22. **If I have more questions who should I ask?** To have your questions about arbitration answered, you may contact the Human Resources Department.