



## New Hire Checklist

Employee Name: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Hiring Manager Name: \_\_\_\_\_

Form #	Item	Responsibility	Need Office To Send	✓ Completed (indicate by check mark)
1	New Hire Checklist	Fax to RM	<b>RM Fax HR</b>	
2	Background Investigation Consent	Fax to RM	<b>RM Fax HR</b>	
3	New Hire Job Offer "Specifics" Form	Fax to RM	<b>RM Fax HR</b>	
	Drug Screening Form	Hiring Manager		
	Offer Letter	HR		
4	W-4	Hiring Manager	<b>RM Fax HR</b>	
5	I-9 (Rev. 05/31/05)	Hiring Manager	<b>RM Fax HR</b>	
6	Employee New Hire Information (3 pgs. incl. copy of SSC)	Employee Completes	<b>RM Fax HR</b>	
7	Application (4 pages)	Hiring Manager	<b>RM Fax HR</b>	
8	Sexual Harassment Policy (3 pages)	Hiring Manager	<b>RM Fax HR</b>	
9	ISS Job Requirement Letter	Hiring Manager	<b>RM Fax HR</b>	
10	Property Return Agreement PDA (ISS)	Hiring Manager		
11	Property Return Agreement Procedure Book	Hiring Manager		
12	Uniform Agreement	Hiring Manager		
13	Employee Handbook Receipt	Hiring Manager	<b>RM Fax HR</b>	
14	Safety Manual Receipt	Hiring Manager	<b>RM Fax HR</b>	
15	Letter to Temporary Employee (Assembly)	Hiring Manager		
16	Local/State Withholding Form (if applicable)	Hiring Manager	Request- HR	
17	Employee Acknowledgement of RSS Ind. Contractor	Hiring Manager	<b>RM Fax HR</b>	
18	ELabor Compliance Acknowledgement	Hiring Manager	<b>RM Fax HR</b>	
	Shirt Agreement/Request (circle line of business) D24/59 – D28 – D29 – EXPO – Resets - Other _____	Size (circle) S M L XL 2XL 3XL 4XL Special Order: XS 5XL	Quantity  _____	
	Procedure Book Request	Hiring Manager	Yes/No	
	Email Manager - New Hire VM & EE #	HR		
	Name Badge / Lanyard	HR		
	CLC Card (Hotels)	Hiring Manager	Email Raquel	
	ComData Card	Hiring Manager	Email Raquel	
	Travel Profile Setup (Airfare, rental cars)	Hiring Manager	Email Raquel	
	Computer Program Access Setup	Hiring Manager	Email IT	

*Hiring Manager will complete the New Hire Checklist  
and mail the original hire packet to Roxanne Febres-Cordero in Human Resources*

12833 Monarch Street  
Garden Grove, CA 92841  
714-933-9380  
FAX 714-933-3937



## BACKGROUND INVESTIGATION CONSENT

I, \_\_\_\_\_ hereby authorize Retail Store Services LLC and/or its agents to make an independent investigation of my background, police and criminal records, references, character, credit, past employment, and education, including those maintained by both public and private retail and security organizations, law enforcement agencies and all public records for the sole purpose of confirming the information contained on my employment application forms and/or obtaining other information which may be material to my qualifications for employment.

Retail Store Services LLC is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, national origin, sex, age, religion, disability or veteran status. I understand that inquiries on this form which address date of birth, sex and race are used for identification verification purposes only, and as such, are asked in good faith for legitimate, non-discriminatory reasons. I understand that responding to these inquiries are voluntary, and my failure to respond to these inquires will not preclude my hire or promotion.

I release Retail Store Services and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used. I further agree that the giving of any false or misleading information either on my employment application or this form will be grounds for termination of my employment.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge:

### PLEASE PRINT ALL INFORMATION ON THIS FORM

Full Name as it appears on Driver's License:

LAST NAME		FIRST NAME			MIDDLE		
Driver's License #		State of Issue		Month, Day and Year of Birth		SOC. SEC. #	
FULL MAIDEN NAME: Last Name			First Name			Middle	
PAST SEVEN (7) YEARS		CITY		STATE		ZIP	
ADDRESS		STREET NAME/ROUTE				DATES	
						From To	
Current							
Responses to the questions in this section are optional and voluntary, for identification purposes only.				<input type="checkbox"/> Male <input type="checkbox"/> Female		Race: <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> American-Indian <input type="checkbox"/> Other	
Applicant Signature						Date:	

I have received a Chain of Custody Drug Test Requisition Form

**CALIFORNIA ONLY:**

Check here if you wish to be sent a copy of any consumer credit report or public record information furnished by a consumer credit reporting agency

**FOR OFFICE USE ONLY**

Human Resources		State	POSITION APPLIED FOR:
<input type="checkbox"/> Criminal <input type="checkbox"/> Credit <input type="checkbox"/> Motor Vehicle		Date of Request	



# New Hire Job Offer "Specifics" Form

Please print legibly.

<b>Candidate's Information</b>	<b>Social Security Number:</b> _____ - _____ - _____		<b>Requisition Number:</b> _____		
	<b>Candidate's Legal Name:</b> (as it appears on SSN Card)				
	Prefix	First	Middle	Last	Suffix
	_____				
	<b>Mailing Address:</b>				
	Street Number	Street Name	Apartment #		
	_____		_____		
	City	State	Zip Code		
	<b>Street Address:</b>				
	Street Number	Street Name	Apartment #		
	_____		_____		
	City	State	Zip Code		
(     )		(     )		(     )	
Home Phone Number		Mobile Ph. No. (optional)		Home fax number (optional)	
Email address _____					

<b>History</b>	<input type="checkbox"/> <b>New Hire</b> <input type="checkbox"/> <b>Re-Hire</b> <input type="checkbox"/> <b>Transfer</b>			<b>Previous Dates of Employment:</b> (Complete for Re-hires)
	_____			

<b>Job Specifics</b>	<b>Start Date:</b> _____		<b>Supervisor:</b> _____	
			(Legal Name)	
	<b>RSS Division Name:</b> _____		<b>Division / Department:</b> _____	
	<i>Please Complete below if Employee is to be allocated to other RSS Divisions and Percentage of Allocations.</i>			
	<b>Div./Dept.:</b> _____	<b>Div./Dept.:</b> _____	<b>Div./Dept.:</b> _____	<b>Div./Dept.:</b> _____
	<b>Is this position Office Based?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>If yes, list physical office location:</b> _____	
	<b>Employee Replaced:</b>		<b>Store # (if applicable):</b> _____	
	<b>Full-Time</b> <input type="checkbox"/>	<b>Full-Time Short Term</b> <input type="checkbox"/> <small>(maximum 6 month employment)</small>	<b>Part-Time</b> <input type="checkbox"/>	<b>Part-Time Flex</b> <input type="checkbox"/> <small>(flexible schedule)</small>
		<b>Part-Time Short Term</b> <input type="checkbox"/> <small>(maximum 6 months employment)</small>		
<b>Standard Hours Per Week:</b> _____		<b>Auto Allowance</b> _____		
<b>Salary:</b> Monthly (if exempt) \$ _____		<b>Mileage:</b> _____		
<b>Hourly:</b> (if non-exempt) \$ _____		<b>Travel Rate:</b> (Rate 3) \$ _____		

<b>Job Title</b>	<b>Job Title (select one)</b>		<b>New Hire Packet</b>		<b>Recruiting Sourcing Method</b>	
	<input type="checkbox"/> Retail - Merchandise Sales Rep		<input type="checkbox"/> Supervisor provided		<input type="checkbox"/> Monster	<input type="checkbox"/> Referral
	<input type="checkbox"/> Retail - Merchandising Rep (pt)		<input type="checkbox"/> HR Needs To Mail		<input type="checkbox"/> NARMS	<input type="checkbox"/> Flyers
	<input type="checkbox"/> Retail - Reset Rep				<input type="checkbox"/> Snagajob	
	<input type="checkbox"/> Retail - Set Merchandiser - NSS				<input type="checkbox"/> Newspaper Ad	
	<input type="checkbox"/> Retail - Set Specialist - NSS		<input type="checkbox"/> Retail - Assembler		<input type="checkbox"/> College/University	
	<input type="checkbox"/> Retail - District Manager		<input type="checkbox"/> Admin - Customer Serv		<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Retail - Regional Manager					
<input type="checkbox"/> Other Approved RSS Title: _____						

Hiring Manager/Supervisor:	Signature	Print Name	Date
Regional Manager:	Signature	Print Name	Date
Division Head:	Signature	Print Name	Date
Human Resources:	Signature	Print Name	Date

**HUMAN RESOURCES ENTRY USE ONLY**

Company Code: _____	HRIS Data Entry: _____	
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# Form W-4 (2006)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2006 expires February 16, 2007. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-

earner/two-job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line **E** below.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax.

**Two earners/two jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

**Nonresident alien.** If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2006. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Recent name change?** If your name on line 1 differs from that shown on your social security card, call 1-800-772-1213 to initiate a name change and obtain a social security card showing your correct name.

## Personal Allowances Worksheet (Keep for your records.)

**A** Enter "1" for **yourself** if no one else can claim you as a dependent . . . . . **A** \_\_\_\_\_

**B** Enter "1" if:   
 { • You are single and have only one job; or   
 • You are married, have only one job, and your spouse does not work; or   
 • Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less. } . . . **B** \_\_\_\_\_

**C** Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** \_\_\_\_\_

**D** Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . . **D** \_\_\_\_\_

**E** Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . . . **E** \_\_\_\_\_

**F** Enter "1" if you have at least \$1,500 of **child or dependent care expenses** for which you plan to claim a credit . . . **F** \_\_\_\_\_

**(Note.** Do not include child support payments. See **Pub. 503**, Child and Dependent Care Expenses, for details.)

**G Child Tax Credit** (including additional child tax credit):

- If your total income will be less than \$55,000 (\$82,000 if married), enter "2" for each eligible child.
- If your total income will be between \$55,000 and \$84,000 (\$82,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have four or more eligible children.

**H** Add lines A through G and enter total here. **(Note.** This may be different from the number of exemptions you claim on your tax return.) ► **H** \_\_\_\_\_

For accuracy, **complete all worksheets that apply.** {

- If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$35,000 (\$25,000 if married) see the **Two-Earner/Two-Job Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form <b>W-4</b>		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074
Department of the Treasury Internal Revenue Service		► <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>		<b>2006</b>
1 Type or print your first name and middle initial.		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note.</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 <b>If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a new card.</b> ► <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line <b>H</b> above <b>or</b> from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6		\$
7 I claim exemption from withholding for 2006, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . . ► 7				
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (Form is not valid unless you sign it.) ►		Date ►		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)

**Deductions and Adjustments Worksheet**

**Note.** Use this worksheet *only* if you plan to itemize deductions, claim certain credits, or claim adjustments to income on your 2006 tax return.

- 1 Enter an estimate of your 2006 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2006, you may have to reduce your itemized deductions if your income is over \$150,500 (\$75,250 if married filing separately). See *Worksheet 3* in Pub. 919 for details.) . . . **1** \$ \_\_\_\_\_
- 2 Enter:  $\left\{ \begin{array}{l} \$10,300 \text{ if married filing jointly or qualifying widow(er)} \\ \$ 7,550 \text{ if head of household} \\ \$ 5,150 \text{ if single or married filing separately} \end{array} \right\}$  . . . . . **2** \$ \_\_\_\_\_
- 3 **Subtract** line 2 from line 1. If line 2 is greater than line 1, enter “-0-” . . . . . **3** \$ \_\_\_\_\_
- 4 Enter an estimate of your 2006 adjustments to income, including alimony, deductible IRA contributions, and student loan interest . . . . . **4** \$ \_\_\_\_\_
- 5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 7* in Pub. 919) . . . . . **5** \$ \_\_\_\_\_
- 6 Enter an estimate of your 2006 nonwage income (such as dividends or interest) . . . . . **6** \$ \_\_\_\_\_
- 7 **Subtract** line 6 from line 5. Enter the result, but not less than “-0-” . . . . . **7** \$ \_\_\_\_\_
- 8 **Divide** the amount on line 7 by \$3,300 and enter the result here. Drop any fraction . . . . . **8** \_\_\_\_\_
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . **9** \_\_\_\_\_
- 10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earner/Two-Job Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . **10** \_\_\_\_\_

**Two-Earner/Two-Job Worksheet (See *Two earners/two jobs* on page 1.)**

- Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.
- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) . . . . . **1** \_\_\_\_\_
  - 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here . . . . . **2** \_\_\_\_\_
  - 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . **3** \_\_\_\_\_

**Note.** If line 1 is *less than* line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4–9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.

- 4 Enter the number from line 2 of this worksheet . . . . . **4** \_\_\_\_\_
- 5 Enter the number from line 1 of this worksheet . . . . . **5** \_\_\_\_\_
- 6 **Subtract** line 5 from line 4 . . . . . **6** \_\_\_\_\_
- 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . **7** \$ \_\_\_\_\_
- 8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . **8** \$ \_\_\_\_\_
- 9 Divide line 8 by the number of pay periods remaining in 2006. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2005. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . **9** \$ \_\_\_\_\_

**Table 1: Two-Earner/Two-Job Worksheet**

Married Filing Jointly				All Others				
If wages from <b>HIGHEST</b> paying job are—	AND, wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	AND, wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	
\$0 - \$42,000	\$0 - \$4,500	0	\$42,001 and over	32,001 - 38,000	6	\$0 - \$6,000	0	
	4,501 - 9,000	1		38,001 - 46,000	7	6,001 - 12,000	1	
	9,001 - 18,000	2		46,001 - 55,000	8	12,001 - 19,000	2	
	18,001 and over	0		3	55,001 - 60,000	9	19,001 - 26,000	3
					60,001 - 65,000	10	26,001 - 35,000	4
65,001 - 75,000					11	35,001 - 50,000	5	
\$42,001 and over	\$0 - \$4,500	0		75,001 - 95,000	12	50,001 - 65,000	6	
	4,501 - 9,000	1		95,001 - 105,000	13	65,001 - 80,000	7	
	9,001 - 18,000	2		105,001 - 120,000	14	80,001 - 90,000	8	
	18,001 - 22,000	3		120,001 and over	15	90,001 - 120,000	9	
	22,001 - 26,000	4				120,001 and over	10	
26,001 - 32,000	5							

**Table 2: Two-Earner/Two-Job Worksheet**

Married Filing Jointly		All Others	
If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$60,000	\$500	\$0 - \$30,000	\$500
60,001 - 115,000	830	30,001 - 75,000	830
115,001 - 165,000	920	75,001 - 145,000	920
165,001 - 290,000	1,090	145,001 - 330,000	1,090
290,001 and over	1,160	330,001 and over	1,160

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

You are not required to provide the information requested on a form that is subject to

# Employment Eligibility Verification

## INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1 - Employee.** All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

**Preparer/Translator Certification.** The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

**Section 2 - Employer.** For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. **Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins.** Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. **However, employers are still responsible for completing the I-9.**

**Section 3 - Updating and Reverification.** Employers must complete Section 3 when updating and/or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers **CANNOT** specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:

- examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
- record the document title, document number and expiration date (if any) in Block C, and
- complete the signature block.

**Photocopying and Retaining Form I-9.** A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

**For more detailed information, you may refer to the Department of Homeland Security (DHS) Handbook for Employers, (Form M-274). You may obtain the handbook at your local U.S. Citizenship and Immigration Services (USCIS) office.**

**Privacy Act Notice.** The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

**Reporting Burden.** We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: **1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response.** If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., Washington, DC 20529. OMB No. 1615-0047

**NOTE:** This is the 1991 edition of the Form I-9 that has been rebranded with a current printing date to reflect the recent transition from the INS to DHS and its components.

# Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification.** To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen or national of the United States
- A Lawful Permanent Resident (Alien #) A \_\_\_\_\_
- An alien authorized to work until \_\_\_\_\_  
(Alien # or Admission #)

Employee's Signature	Date (month/day/year)
----------------------	-----------------------

**Preparer and/or Translator Certification.** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)

**Section 2. Employer Review and Verification.** To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

**CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)**

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)

**Section 3. Updating and Reverification.** To be completed and signed by employer.

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility. Document Title: _____ Document #: _____ Expiration Date (if any): _____	

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Date (month/day/year)
--	-----------------------

## LISTS OF ACCEPTABLE DOCUMENTS

LIST A	LIST B	LIST C
<b>Documents that Establish Both Identity and Employment Eligibility</b>	<b>Documents that Establish Identity</b>	<b>Documents that Establish Employment Eligibility</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport (unexpired or expired)</li> <li>2. Certificate of U.S. Citizenship (<i>Form N-560 or N-561</i>)</li> <li>3. Certificate of Naturalization (<i>Form N-550 or N-570</i>)</li> <li>4. Unexpired foreign passport, with <i>I-551 stamp</i> or attached <i>Form I-94</i> indicating unexpired employment authorization</li> <li>5. Permanent Resident Card or Alien Registration Receipt Card with photograph (<i>Form I-151 or I-551</i>)</li> <li>6. Unexpired Temporary Resident Card (<i>Form I-688</i>)</li> <li>7. Unexpired Employment Authorization Card (<i>Form I-688A</i>)</li> <li>8. Unexpired Reentry Permit (<i>Form I-327</i>)</li> <li>9. Unexpired Refugee Travel Document (<i>Form I-571</i>)</li> <li>10. Unexpired Employment Authorization Document issued by DHS that contains a photograph (<i>Form I-688B</i>)</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> </ol> <p style="text-align: center; margin: 5px 0;"><b>For persons under age 18 who are unable to present a document listed above:</b></p> <ol style="list-style-type: none"> <li>10. School record or report card</li> <li>11. Clinic, doctor or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>
	AND	<ol style="list-style-type: none"> <li>1. U.S. social security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>)</li> <li>2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>)</li> <li>3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (<i>Form I-197</i>)</li> <li>6. ID Card for use of Resident Citizen in the United States (<i>Form I-179</i>)</li> <li>7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)</li> </ol>

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)





# Employee New Hire Information

Please print legibly and sign this form.

<b>Employee Information</b>	<b>Social Security Number:</b> _____ - _____ - _____				
	<b>Employee's Legal Name:</b> _____				
	Prefix	First	Middle	Last	Suffix
	<b>Mailing Address:</b> _____				
	Street Number	Street Name	Apartment #		
_____					
City		State	Zip Code		
<b>Street Address:</b> _____					
Street Number	Street Name	Apartment #			
_____					
City		State	Zip Code		
(     )		(     )		(     )	
Home Phone Number		Mobile Ph. No. (optional)		Home fax number (optional)	
Email address					

<b>History</b>	<input type="checkbox"/> <b>New Hire</b> <input type="checkbox"/> <b>Re-Hire</b>	
	<b>Previous Dates of Employment (Complete for Re-hires):</b>	

<b>Statistics</b>	<b>EEO Code: (optional)</b> <input type="checkbox"/> Am. Indian/Alaska Native <input type="checkbox"/> Asian / Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other: _____		<b>I-9:</b> Driver's License #: _____ <b>AND</b> Social Security #: _____ Must attach SSN Card	<b>OR...</b> Enter Passport #: _____ <b>Issued By:</b> _____	<b>Citizenship:</b> <input type="checkbox"/> U.S. Native <input type="checkbox"/> U.S. Naturalized <input type="checkbox"/> Alien Permanent <input type="checkbox"/> Alien Temporary Are you Bilingual? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate language(s): _____	<b>If Applicable Visa #</b> Visa Type: _____ Expiration Date: _____
	<b>Marital Status:</b> <input type="checkbox"/> Common Law <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed		<b>Gender Code:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female		<b>Military Status: (if any)</b> <input type="checkbox"/> Active Reserve <input type="checkbox"/> Retired <input type="checkbox"/> Inactive Reserve <input type="checkbox"/> Unspecified Veteran <input type="checkbox"/> Other Eligible Veteran <input type="checkbox"/> Vietnam Era Veteran	
	<b>Birthdate:</b> _____					
	_____					

<b>Emergency Contact</b>	<b>Name:</b> _____		<b>Relationship:</b> _____		
	<b>Address:</b> _____				
	Street Number	Street Name	Apartment #		
	_____				
City		State	Zip Code		
<b>Phone:</b> _____					
(     )	(     )	(     )			
Home Phone		Work Phone		Mobile Phone	

<b>Emergency Contact (2)</b>	<b>Name:</b> _____		<b>Relationship:</b> _____		
	<b>Address:</b> _____				
	Street Number	Street Name	Apartment #		
	_____				
City		State	Zip Code		
<b>Phone:</b> _____					
(     )	(     )	(     )			
Home Phone		Work Phone		Mobile Phone	

<b>Sign</b>	<b>Authorization Given by Employee's Signature:</b> _____	
	<b>Date:</b> _____	



## Employee New Hire Information Continued

<b>ID</b>	<b>Print Employee Name:</b>

<b>Direct Deposit Information</b>	<b>Direct Deposit</b>  <input type="checkbox"/> Do Not Elect <input type="checkbox"/> A New Account <input type="checkbox"/> Canceling Account <input type="checkbox"/> Changing Dollar Amount <input type="checkbox"/> A New Account to replace a Direct Deposit already set up through RSS. * Which account are you replacing?	1. Depository Name: _____ <input type="checkbox"/> Checking    Amount of Deposit Transit #: _____ <input type="checkbox"/> Savings         \$ _____ Account #: _____	
	2. Depository Name: _____ <input type="checkbox"/> Checking    Amount of Deposit Transit #: _____ <input type="checkbox"/> Savings         \$ _____ Account #: _____		
	3. Depository Name: _____ <input type="checkbox"/> Checking    Amount of Deposit Transit #: _____ <input type="checkbox"/> Savings         \$ _____ Account #: _____		
	<b>*** Please attach a voided blank check to this form***</b> I hereby authorize my employer, Retail Store Services to deposit any amounts owed to me by initiating credit entries to my account at the financial institution (hereinafter DEPOSITORY) indicated above. Further, I authorize the Depository to accept and to credit any credit entries indicated Retail Store Services to my account. In the event that Retail Store Services deposits funds erroneously into my account, I authorize Retail Store Services to debit my account for an amount not to exceed the original amount of the erroneous credit. I understand that I will receive a <u>regular check</u> the first payroll after this request has been processed and that Direct Deposits will begin with the following payroll. My account # will be pre-noted for 15 days. The procedure can take up- to a month to process. This authorization is to remain in full force until Retail Store Services and the Depository have received written notification from me of its termination in such manner as to afford Retail Store Services and the Depository a reasonable opportunity to act on it and in no event shall a termination notice be effective with respect to entries processed by Retail Store Services or the Depository prior to its receipt.		

<b>Sign</b>	<b>Authorization Given by Employee's Signature:</b> _____
	<b>Date:</b> _____

**HUMAN RESOURCES ENTRY USE ONLY**

Company Code: \_\_\_\_\_ HRIS Data Entry: \_\_\_\_\_

**Retail Store Services LLC**

**APPLICATION FOR EMPLOYMENT**

**PERSONAL INFORMATION:**

Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Last First Middle

Permanent Address: \_\_\_\_\_

\_\_\_\_\_ Street City State Zip

Phone Number: \_\_\_\_\_

\_\_\_\_\_ Home Work

Referred By: \_\_\_\_\_

**EMPLOYMENT DESIRED:**

Position: \_\_\_\_\_ Date Available: \_\_\_\_\_

What pay do you expect? \_\_\_\_\_  
What days and hours are you willing to work? \_\_\_\_\_

Are you employed now? \_\_\_\_\_  
If so, may we inquire of your present Employer? \_\_\_\_\_

Have you ever worked for Retail Store Services LLC? \_\_\_\_\_  
If so, when? \_\_\_\_\_

**EDUCATION AND SKILLS:**

Check which education you completed:

\_\_\_ High School Graduate or GED \_\_\_ Some College

\_\_\_ Trade or Business School \_\_\_ School: \_\_\_\_\_

Field of Study: \_\_\_\_\_

List of certificates or licenses you hold that may help qualify you for employment: \_\_\_\_\_

\_\_\_\_\_

List any job-related professional or technical organizations to which you belong: \_\_\_\_\_

\_\_\_\_\_

U.S. Military or Naval Service: \_\_\_ Yes \_\_\_ No

Rank: \_\_\_\_\_

Driver's License Information:

12833 Monarch Street  
Garden Grove, CA 92841

## Retail Store Services LLC

State: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

List all traffic violations/citations received within the last three years:

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**General Information:**

What do you expect to be doing in five years?	What would your last supervisor say about your job performance?
What has been your favorite/most interesting job?	What made it enjoyable/interesting?
What job did you dislike most?	Why did you dislike it?

Have you been convicted of a felony (excluding any sealed or expunged conviction)?

\_\_\_ No \_\_\_ Yes - Explain (conviction will not necessarily disqualify):

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**FORMER EMPLOYERS:**

List below each of your last four employers, starting with most recent first.

Date: Month and Year	Name, Address, Telephone Number of Employers	Salary	Position	Reason for Leaving
From:				
To:				
From:				
To:				
From:				
To:				
From:				
To:				

Have you been discharged for cause from any of the above positions?

\_\_\_ No \_\_\_ Yes - Explain reason:

---

I understand and acknowledge the following:

12833 Monarch Street  
Garden Grove, CA 92841

## Retail Store Services LLC

1. I authorize investigation of all statements in this application and any supporting documents. I authorize the Company to secure information about my experience from former employers, educational institutions, government agencies, or any references I provided and for those parties to provide information concerning my experience, and I hereby release all parties from any liability arising from such investigation. I specifically authorize a check of my DMV record, criminal record, and consumer credit history. Passing a drug screening is required for employment.
2. If I am offered employment, I will, as a condition of employment, be required to submit proof of my identity and legal right to work in the U.S.
3. If I am offered employment, I will, as conditions of employment furnish proof that I am over 18 years of age.
4. If I am employed, any false statement, misrepresentation, or omission of facts on this application or on any supporting documents, regardless of when discovered to be false, will result in my immediate dismissal.
5. I will be required to possess a current and valid "State" driver's license and be insurable if my job requires me to drive in the course of my work.
6. I agree that, if I am offered employment, I will be required to conform to the rules and regulations of the Company.
7. I agree that, if I am offered a position, it will be offered on condition that my employment shall be at will and for no definite period, and that my employment may be terminated at any time with or without cause and with or without prior notice. I understand that, except for the President of the Company, no supervisor or manager may alter or amend the above conditions. Only the President of the Company has authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.
8. My signature below certifies that I have read, understand, and agree to the foregoing and to the best of my knowledge and belief, the information on the application form is true and correct.
9.  I have checked here to indicate that I wish to receive a copy of any consumer credit report, which is used in connection with my application for employment.

Date:

Signature:

---

## Retail Store Services LLC

Retail Store Services LLC policy is to fill every position without regard to race, color, religion, creed, sex, marital status, age, national origin, ancestry, physical or mental disability, medical condition, sexual orientation or any other consideration made unlawful by federal, state, or local laws. Retail Store Services LLC is an equal opportunity employer and selects employees on the basis of ability, experience, training, and character. Please contact the President of the Company if you have any questions or complaints regarding this policy.

Please Note: Retail Store Services LLC considers applications for only a 30-day period. If you wish to be considered after 30 days from the date of application, please reapply.

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**REFERENCES:**

Give below the Names of three persons, not related to you, whom you have known at least one year.

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Name	Address	Business/Phone	Years Acquainted

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## SEXUAL HARASSMENT COMPLAINT PROCEDURE

To: All Employees  
Subject: Sexual Harassment Complaint Procedure

As your employer, this company has adopted a firm policy against sexual harassment. Every reasonable step will be taken to prevent harassment from occurring. However, if you believe that you have been unlawfully harassed, we urge you to report the incident immediately and according to the following procedure so that your complaint can be resolved quickly and fairly.

1. When possible, confront the harasser and persuade him/her to stop.
2. Provide a written complaint to your own supervisor or to any other company supervisor, the president or a human resource representative of the company as soon as possible after the incident. Include details of the incident(s), names of individuals involved and the names of any witnesses.
3. Supervisors will refer all harassment complaints to the human resources representative, investigative officer or the president of the company. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.
4. If the Company determines that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances. Any employee the Company determines to be responsible for unlawful harassment will be subject to appropriate disciplinary action up to and including termination.
5. Whatever action the Company takes against the harasser will be made known to the employee lodging the complaint. The Company will take appropriate action to remedy any loss to you resulting from harassment.
6. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

If you have any questions about the Company's policy against sexual harassment or the procedure for filing complaints, please contact:

*Nancy Maslowski, Human Resources Manager at 714- 933-9380*

## UNLAWFUL HARASSMENT

The Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers.

Prohibited unlawful harassment because of sex, race, religious creed, color, national origin or ancestry, physical or mental disability, mental condition, marital status, age, sexual orientation or any other protected basis includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures.
- c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis.
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers on employment benefits in return for sexual favors.
- e. Retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other company supervisor, the president or a human resources representative of the Company as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the human resources representative, investigative officer or the president of the Company. The Company will immediately undertake effective, thorough and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the employee lodging the complaint and the Company will take appropriate action to remedy any loss to the employee resulting from harassment. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.



## **Sexual Harassment Complaint DISCIPLINARY PROCEDURES**

Employees who harass will be subject to disciplinary action and possible termination.

Procedures are as follows:

1. Verbal Counseling – must be documented in employee’s file.
2. Written Warning – if improvement has not been made.
3. Suspension without pay or Termination – can result if harassment is proven.

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### ***HARASSMENT POLICY SIGNATURE SHEET***

I have read and understand the Company Harassment Policy.

---

Employee’s Signature

Printed Name

Date

## Notice to Associates

### Sexual harassment is prohibited by Retail Store Services and is against the law.

Every associate should be aware of:

- ◆ what sexual harassment is
- ◆ what to do if harassment occurs
- ◆ California law prohibiting retaliation for reporting sexual harassment

## Liability of Harassers

An associate who engages in sexual harassment may be personally liable for monetary damages. The same is true of a manager who knows about sexual harassment and condones or ratifies it. Retail Store Services will **not** pay any damages assessed against any associate personally.

### **VIOLATION OF RETAIL STORE SERVICES' POLICY AGAINST SEXUAL HARASSMENT WILL SUBJECT AN ASSOCIATE TO APPROPRIATE DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE DISCHARGE.**

## Stopping Harassment

### 1. **Confront the harasser and ask him or her to stop.**

A harasser may not appreciate that his or her actions or comments are offensive. Where appropriate, tell the harasser the behavior or comments are unwelcome and must stop. This may resolve the situation.

### 2. **Report sexual harassment to the Human Resources Department.**

If you feel that you have been harassed by a co-worker or by a member of management or by a customer or vendor, you should notify the Human Resources Department immediately. You may report such harassment even if it was not directed toward you.

### 3. **The Company will investigate all complaints.**

Retail Store Services will investigate all reported incidents of sexual harassment or retaliation.

### 4. **Appropriate action will be taken.**

Where evidence of sexual harassment or retaliation is found, disciplinary action, up to and including termination, may result.

## Sexual Harassment - What Is It?

The term "harassment" includes not only requests for sexual favors and physical advances, but also unwelcome or offensive comments of a sexual nature. Sexual harassment is not limited to conduct by a male directed toward a female. It is against the law for females to sexually harass males or other females, and for males to harass other males or females.

## California Law

California law defines harassment due to sex as sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions. Prohibited conduct includes:

- ◆ **Verbal harassment** - epithets, derogatory comments or slurs.  
*Examples:* Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an associate's anatomy, sexually-oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.
- ◆ **Physical harassment** - assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.

*Examples:* Touching, pinching, patting, grabbing, brushing against or poking another associate's body, hazing that involves a sexual component.

- ◆ **Visual harassment** - sexually explicit or derogatory posters, cartoons, or drawings.

*Examples:* Displaying sexual pictures, writing objects, obscene letters or invitations, staring at an associate's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.

- ◆ **Sexual favors** - unwanted sexual advances, a condition of employment or benefit upon an exchange of sexual favors.

*Examples:* Continued requests for dates, any threat of demotion, termination, etc. if requested sexual favors are not given, making or threatening reprisals after a negative response, sexual advances, propositioning an individual.

It is not possible to define every action or all words that could be interpreted as sexual harassment. The examples listed above are not meant to be a complete list of objectionable behavior nor do they always constitute sexual harassment.

## Federal Law

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by individual is used as the basis for employer decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile or offensive working environment or offensive working environment.

## Protection Against Retaliation

Retail Store Services' policy and state law forbid retaliation against any associate who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Company, the Department of Fair Employment and Housing ("DFEH") or the Fair Employment and Housing Commission ("FEHC").

Prohibited retaliation includes demotion, suspension or termination; failure to hire or consider for hire; failure to give equal consideration in making employment decisions; failure to make impartial employment recommendations; adversely affecting working conditions or otherwise denying any employment benefit to an individual.

## Additional Information

The DFEH is the California agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed with the DFEH, the agency has one year to investigate the complaint. The FEHC, headquartered in San Francisco, decides cases prosecuted by the DFEH at the state level.

To contact the DFEH, consult your local telephone directory under State Government Offices or ask directory assistance for the number of the nearest branch of the DFEH, or write to the DFEH's headquarters in Sacramento: 2014 T Street, Suite 210, Sacramento, CA 95814-6824.

The Equal Employment Opportunity Commission ("EEOC") is the federal agency that resolves sexual harassment claims. To contact the EEOC, consult your local telephone directory under Federal Government Offices or ask directory assistance for the number of the nearest branch of the EEOC or write to the EEOC's headquarters in Washington D.C.: 1801 L Street NW, Washington, D.C., 20507. If they find a complaint has merit, the DFEH and

EEOC have the power to order, among other things, that the wronged person be hired, given back pay, promoted, reinstated or granted damages for emotional distress. The agencies also may issue a "cease and desist" order to prevent further unlawful activity and order the violator to pay fines.

## Complaint Procedure

Sexual Harassment Complaint Procedure.

Retail Store Services has a policy against harassment due to sex, which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions. If you are harassed, confront the harasser and ask him/her to stop. If you are unable to confront the harasser or are unsuccessful in doing so, report your complaint immediately as follows:

File your complaint with Human Resources.

Make your complaint in writing, as soon as possible after the incident. Include any relevant details, names of the people involved and the names of any witnesses.

Retail Store Services will investigate your complaint thoroughly. If the Company finds that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances.

Retail Store Services will act upon your complaint promptly. A representative of the Company will tell you the outcome of the investigation and the consequences to the harasser if your complaint is found to have merit.

There will be no retaliation against you for filing a complaint.

If you have any questions, contact the **Human Resources Department at 714.933.9380.**



# POLICY AGAINST SEXUAL HARASSMENT

Provided by:  
Retail Store Services  
Human Resources Office  
12833 Monarch Street  
Garden Grove, CA 92841  
714.933.9380

**RetailStore  
Services**



**DATE:** 1/01/2006  
**TO:** ALL ISS EMPLOYEES  
**CC:** **ART KALTY, CONNIE SALIOS, TIM SALIOS, GARY PETERMAN AND JEFF JONSSON**  
**FROM:** NANCY MASLOWSKI  
**RE:** ISS JOB REQUIREMENTS

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We are very proud of the fact that Home Depot has chosen Retail Store Services as a vendor partner for Plumbing in Department 29, EXPO Design Centers, Paint and Wall Decor in Department 24/59 and for Seasonal in Department 28. We are fully committed to meeting and exceeding the expectations that go with this selection.

Based on our contracts, we have committed to Home Depot that our In-Store Merchandising Sales Reps and District Managers would comply with agreed upon hours of work in each store along with the completion of work activities as communicated through the PDA devices issued to each of you. Each of these areas will be reviewed as factors to determine our compliance with Home Depot's expectations of Retail Store Services. Not meeting or exceeding those expectations will jeopardize our ability to perform those contracted services.

The In-Store Merchandising Sales Reps and District Managers are the KEY to our success. We all are dependent upon each of you fulfilling your obligations under these contracts. Therefore, we must issue very stringent guidelines for these jobs.

Your position as an In-Store Merchandising Sales Rep requires you to be logged into your designated Home Depot store for 8 ½ hours on a daily basis. Half an hour is required for lunch break and two (2) 10 minute breaks are allocated each day. You may not combine rest breaks or add them to meal breaks. Nor can they be used to come in 10 minutes late or leave 10 minutes early. Non-compliance with these basic job requirements will result in counseling up to and including termination as follows:

1 <sup>st</sup> Violation	Verbal Warning
2 <sup>nd</sup> Violation	Written Warning
3 <sup>rd</sup> Violation	Termination

If you have any further questions please call your District Manager or Nancy Maslowski in Human Resources at 714-933-9380.

---

Employee's Name (print) and Signature

Date

---

Manager's Name (print) and Signature

Date

**Return to HR**



## Property Return Agreement

Retail Store Services LLC has provided the following items of company property to use during the course of my employment.

If I terminate my employment, I agree to return all of the issued items by my final day of employment. If my employer terminates my employment, I agree to return all company property at the time my employment is terminated. I further agree to return any and all company property at any other time my employer so requests.

I acknowledge that all company property listed remains the sole property of my employer. If said items are lost or stolen I understand that I am fully responsible for the replacement cost of said items. If said items are not returned upon request or termination, the purchase price will be deducted from my pay.

Company property may consist of but is not limited to the following items: PDA Handheld device and accessories, Blackberry, pager, calling card, credit card, fax machine, personal computer, keys, procedure manuals, employee manuals, shirts, tools, drill, and other miscellaneous documents.

QTY	DESCRIPTION	X	SERIAL#	VALUE
1	PDA HandHeld (Symbol Unit)			\$799.00
1	PDA HandHeld (Dell Unit)			\$499.00
1	PDA High Speed Cradle			\$99.00
1	PDA High Speed Cable			\$30.00
1	PDA Camera (attached to symbol unit)			\$79.99
1	PDA Case			\$35.00
1	PDA Modem			\$99.00
1	PDA Charger			\$30.00

I have read and have in my possession said property listed above from my employer.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pace User ID (PDA Information)

\_\_\_\_\_  
Pace Modem ID (PDA Information)

\_\_\_\_\_  
RM Name (Mgr Information)

\_\_\_\_\_  
DM Name (Mgr Information)



# Procedure Book Property Return Agreement

As a member of an RSS Team you have been given a Group Procedure book to use.

Periodically you will receive updates for your procedure book; it is required that you place these updates in the appropriate area of your book. You will also be asked on occasion to remove certain information. It is important that your book be current at all times. This book may also be used to keep all your special projects and additional forms that use on a regular basis. (Keep in mind if a new form comes out you will need to replace your old copies immediately)

It is your responsibility to keep this book updated with all the current information so that this book can be handed to another associate if needed. This book must be kept with you and available to you at all times while you are working in the field.

➤The upkeep of this book and its availability to you may affect your annual review ◀

If I terminate my employment, I agree to return this procedure book to the appropriate manager. If my employer terminates my employment, I agree to return this procedure book at the time my employment is terminated. I further agree to return any and all company property at any other time my employer so requests.

I acknowledge that all company property listed remains the sole property of my employer.

<u>Home Depot Group Book</u>	
<input checked="" type="checkbox"/> Check all that applies	
<input type="checkbox"/>	Dept 24 & 59 Paint Procedure Book
<input type="checkbox"/>	Dept 24 Paint Plan-O-Gram Book
<input type="checkbox"/>	Dept 28 Seasonal Procedure Book
<input type="checkbox"/>	Dept 28 Seasonal Plan-O-Gram Book
<input type="checkbox"/>	Dept 29 Plumbing Procedure Book
<input type="checkbox"/>	Dept 29 Plumbing Plan-O-Gram Book
<input type="checkbox"/>	Expo Procedure Book

I have received and have in my possession said property listed above and understand what is required by my employer:

\_\_\_\_\_  
(Print) Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Fax this to your Manager as receipt for receiving your Procedure book.



## Memorandum

TO: Field Reps  
From: HR Department  
Date: January 17, 2005  
Subject: Uniform Agreement

### Uniform Agreement:

Please sign and return to Human Resources at 714.933.3937 ASAP!

I, \_\_\_\_\_ agree to wear the required Company Logo shirt  
PRINT NAME HERE  
 when working in the field to represent Retail Store Services. I will also return any Polos and T-shirts that were issued to me upon my leaving the company.

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

Please indicate quantity, type and size of shirts (i.e. 3XL Polos. 1XL Tshirt)

Please indicate by using a Check Mark ✓

<u>Quantity</u>	<u>D24/59</u>	<u>X-Small</u>
	<u>D-28</u>	<u>Small</u>
<u>Polos</u>	<u>D-29</u>	<u>Medium</u>
	<u>Expo</u>	<u>Large</u>
<u>T-Shirt</u>	<u>Other</u>	<u>X-Large</u>
		<u>XX-Large</u>
		<u>XXX-Large</u>

Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Employee Acknowledgement Form

THE EMPLOYEE HANDBOOK AND CODE OF CONDUCT DESCRIBES IMPORTANT INFORMATION ABOUT RETAIL STORE SERVICES LLC (RSS), AND I UNDERSTAND THAT I SHOULD CONSULT THE HUMAN RESOURCES MANAGER REGARDING ANY QUESTIONS NOT ANSWERED IN THE HANDBOOK AND THE CODE OF CONDUCT. I HAVE ENTERED INTO MY EMPLOYMENT RELATIONSHIP WITH RSS VOLUNTARILY AND ACKNOWLEDGE THAT THERE IS NO SPECIFIED LENGTH OF EMPLOYMENT. ACCORDINGLY, EITHER I OR RSS CAN TERMINATE THE RELATIONSHIP AT-WILL, WITH OR WITHOUT CAUSE, AT ANY TIME, SO LONG AS THERE IS NO VIOLATION OF APPLICABLE FEDERAL OR STATE LAW.

SINCE THE INFORMATION, POLICIES, AND BENEFITS DESCRIBED HERE ARE NECESSARILY SUBJECT TO CHANGE, I ACKNOWLEDGE THAT REVISIONS TO THE HANDBOOK AND CODE OF CONDUCT MAY OCCUR, EXCEPT TO RETAIL STORE SERVICES LLC'S POLICY OF EMPLOYMENT-AT-WILL. ALL SUCH CHANGES WILL BE COMMUNICATED THROUGH OFFICIAL NOTICES, AND I UNDERSTAND THAT REVISED INFORMATION MAY SUPERSEDE, MODIFY, OR ELIMINATE EXISTING POLICIES. ONLY THE PRESIDENT OF RSS HAS THE ABILITY TO ADOPT ANY REVISIONS TO THE POLICIES IN THIS HANDBOOK AND CODE OF CONDUCT, AND MUST DO SO IN WRITING.

FURTHERMORE, I ACKNOWLEDGE THAT THIS HANDBOOK AND CODE OF CONDUCT ARE NEITHER CONTRACTS OF EMPLOYMENT NOR LEGAL DOCUMENTS. I HAVE RECEIVED THE HANDBOOK AND CODE OF CONDUCT, AND I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ AND COMPLY WITH THE POLICIES CONTAINED THEREIN AND ANY REVISIONS MADE THERETO.

Employee's Name  
(printed): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## SAFETY MANUAL ACKNOWLEDGEMENT OF RECEIPT

I certify that I have received a copy of Retail Store Services LLC Safety Manual, which includes safety policy rules and guidelines. These have been reviewed with me. I understand and will be guided by them throughout my employment.

I understand that violation of any of these rules could endanger others or me. I also understand that if I do not abide by these rules, I could be dismissed from my job.

I certify that in case I am injured while in the course of my work, I will report the injury at once to the appropriate person in the store and will contact Retail Store Services LLC Human Resources and my Supervisor at my first available opportunity. I agree to inform management of and obtain first aid for every injury no matter how slight.

I further understand that the use of drugs and/or intoxicating beverages on the job is prohibited. I understand that I may be checked for drugs and/or alcohol if I am injured on the job and go to a medical facility for treatment.

My signature signifies that I have read and understand these safety instructions and agree to abide by them.

\_\_\_\_\_  
Name (Print)                      \_\_\_\_\_  
Employee's Signature                      \_\_\_\_\_  
Date

**Return to HR**



**Letter to Temporary Employees**

cc: Mike Mathis and Hiring Manager

Dear: \_\_\_\_\_ Date: \_\_\_\_\_

You have been offered a position as a temporary employee of Retail Store Services LLC. It is expected that this assignment will begin on \_\_\_\_\_ and last approximately \_\_\_\_\_. However, you should be aware that the company is not guaranteeing employment for any length of time. Your assignment may end sooner than the estimated time period, or may last longer than the estimated time period.

**Hourly Rate of Pay:** \$ \_\_\_\_\_. **Piece Rate:** \_\_\_\_\_%  
**Mileage Reimbursement:** \_\_\_\_\_ per mile (after the first 30 commuter miles).

Should the company wish to change your status from temporary to a regular employee, you will be informed in writing. No oral representation of a change in status from temporary to regular employment will be binding on the company.

It is important for you to understand that, as a temporary employee, you are not entitled to certain benefits offered to regular employees of this company. You will be ineligible for the following company benefits:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Insurance including: | <input checked="" type="checkbox"/> Leaves of Absence |
| <input checked="" type="checkbox"/> Health               | <input checked="" type="checkbox"/> Medical Leave     |
| <input checked="" type="checkbox"/> Dental               | <input checked="" type="checkbox"/> Bereavement Leave |
| <input checked="" type="checkbox"/> Life                 | <input checked="" type="checkbox"/> 401 (k) Plan      |
| <input checked="" type="checkbox"/> Long Term Disability | <input checked="" type="checkbox"/> Bonuses           |
| <input checked="" type="checkbox"/> Holiday Pay          | <input checked="" type="checkbox"/> Paid Time Off     |
| <input checked="" type="checkbox"/> Vacation Pay         |   |
| <input checked="" type="checkbox"/> Sick Pay             |   |

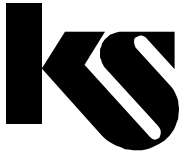
Nothing in this letter is intended to create an employment contract between you and the company. Your employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, at the option of either yourself or the company. No promises or representations contrary to employment-at-will are binding on the company unless made in writing and signed by you and the company's designated representative.

Sincerely,

\_\_\_\_\_  
Nancy Maslowski, Human Resources

I, \_\_\_\_\_ have read this notice and understand my status with Retail Store Services LLC is for no specified period of time and that I am not entitled to the benefits listed above.

Signed \_\_\_\_\_ Date \_\_\_\_\_ **Fax to 714/933-3937** once signed.

**KaltySalios****RetailStore  
Services**

## ELabor and Work Records Compliance Acknowledgement for Field Associates

### ELabor/Work Schedule Procedures

1. Field based associates are expected to work the itinerary/schedule as given to your Supervisor or developed by your Supervisor.
2. Stores are to be worked in the order that they are scheduled. Any variance from your pre-determined itinerary/schedule must be communicated to your Supervisor.
3. Routing – You are expected to develop the most efficient and effective routing schedule of your stores.
4. Voicemail – You must check and respond to voicemails as directed by your Supervisor.
5. ELabor – Clocking into eLabor must be done upon arrival at the first store of the day. At that time, any paid additional drive time (PAD) is to be recorded from the day prior into eLabor by following the prompts. Drive time is not paid for commuting, which is the first 60 minutes of drive time one way from your home to the first store, and the first 60 minutes of drive time one way from your last store to home. You must clock out of eLabor upon completion of your assignment at your last store of the day.
  - a) Failure to clock in or out in eLabor will require you to notify your supervisor immediately with the correct time(s) you started/stopped working. Excessive failure to clock in or out will result in disciplinary action.
  - b) If you are absent, do not clock into eLabor. Notify your supervisor at least one hour prior to your scheduled start time of the reason for your absence.
  - c) If you will be tardy, please notify your supervisor at least one hour prior to your scheduled start time.
  - d) Any overtime must be pre-approved by your supervisor prior to working it.

### Store Calls & ELabor

Due to the independent nature of the Retail roles within Retail Store Services and Kalty Salios Sales, it is often necessary for our Retail Management team to perform audits of each associate's work. These audits are explained below to ensure your understanding.

6. ELabor data is regularly reviewed by management.
7. Store sign in sheets or Enfotrust (dates & times) are compared to eLabor reports for accuracy.

Falsification of any time worked or other company records is against company policy and may result in disciplinary action, up to and including termination of employment. By signing this document you acknowledge that you understand both the requirements above and the consequences of any failure to comply with such requirements of your job.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## WHAT ELSE SHOULD I KNOW?

- ▶ Your supervisor will train you on using the eLabor system.
- ▶ You may review punches from a previous day by contacting your supervisor or, if office based, by reviewing your timecard online.
- ▶ Notify your supervisor immediately if you fail to clock in or out using this system. Your supervisor must make these corrections on a daily basis.
- ▶ By submitting your time through this system, you are attesting to its accuracy and representing that you have worked these hours and days.
- ▶ Falsification of time worked is against company policy and is subject to immediate termination.

### FT Vacation and Sick Procedures

- ▶ Time Off requests must be submitted to your supervisor in advance and approved by your supervisor in advance.
- ▶ If you are absent you do not clock in or out for the day(s). Please contact your supervisor so they can update your time accordingly.

***Retail Associates call:***

***1-866-868-3262***

Your User Id and PIN numbers are the same the first time you enter the system - a 7 digit # provided to you by your supervisor.

Do not use the system until your supervisor has notified you.

### TELEPHONE MENU OPTIONS:

- Press 1 to clock in.
- Press 2 to clock out.
- Press 3 Enter Paid Additional Time
- Press 5 to change your PIN



***Introducing***  
**Kalty Salios**  
**Sales and**  
**Retail Store**  
**Services**  
**Time and**  
**Attendance**  
**System:**

**eLabor**

## Instructions for Recording Time

1. Dial **1-866-868-3262** when you reach your first store of the day.

2. Enter your User ID followed by the # sign (**provided by your supervisor**)

3. Enter your PIN followed by the # sign (**same as your User ID**)

4. After entering the PIN, you will be asked to select a new PIN that is 4 to 6 digits in length followed by the # sign. **You should assign your Voicemail Box number as your PIN number.** When prompted for your PIN # on future calls use this new PIN that you select.

5. At your first store of the day dial into the system and press 1 to clock in. At your last store of the day, dial in again and press 2 to clock out. *You will make a total of 2 phone calls each day.* **Associates that work 5 hrs or more MUST take a lunch break of 30 minutes or more each day. Your supervisor will assign you to a schedule that deducts your lunch after 5 hours.**

6. Hang up to end your call.

## Instructions for Entering PAT

### **Applicable to Reset Associates only**

To record **Paid Additional Time** - (Travel/Drive time) press #3 immediately after you clock in or out. Then, select from the following:

- # 1 to enter time for a previous day
- # 2 to enter time for the current day

Select the following option:

- # 1 to enter Drive (Travel) Time

Enter Time in 3-minute increments  
(i.e. 3, 6, 9, 15, 30, 45, 60, 120, 180, etc)

### **Guidelines for PAT Time:**

- Drive time includes any travel time
- Record all PAT Time for the previous day on the same phone call that you are clocking in on the next morning - as opposed to making a separate call
- PAT on Fridays or the last day of the week worked, must be recorded that evening when the clocking out
- If you take the next day off, enter your PAT time that night when you clock out at your last store
- **RETAIL:** The first 60 minutes drive to a store and the last 60 minutes drive from the store are known as the **standard commute time** and are **UNPAID** time.
- Always deduct standard commute time out of your travel time before entering it in as Drive Time
- REMEMBER: Standard commute time also applies when working out of town

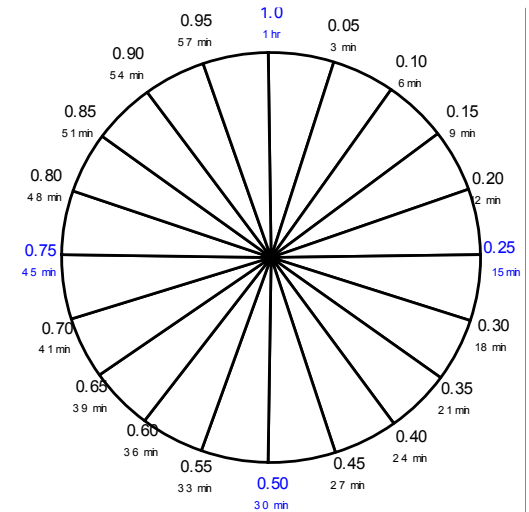
## Rounding Rules for eLabor

### **Based on 3-minute increments:**

-Clock in at 8:50 am; eLabor rounds this to starting at 8:51 am

-Clock in at 8:49 am; eLabor rounds this to starting at 8:48 am

-Clocks out for the day at 5:04 pm; eLabor rounds this to 5:03 pm. *See below*



## **Employee Acknowledgement Of Retail Store Services LLC's Independent Contractor Status**

**RETAIL STORE SERVICES LLC'S RELATIONSHIP WITH ITS CUSTOMERS (SPECIFICALLY HOME DEPOT) AND ITS AFFILIATED COMPANIES IS THAT OF AN INDEPENDENT CONTRACTOR. PURSUANT TO THAT RELATIONSHIP, I ACKNOWLEDGE THAT EMPLOYEES OF RETAIL STORE SERVICES LLC HAVE NO RIGHT TO PARTICIPATE IN ANY PLANS, ARRANGEMENTS OR DISTRIBUTIONS BY HOME DEPOT OR ANY OTHER CUSTOMER PERTAINING TO OR IN CONNECTION WITH ANY PENSION, STOCK, BONUS OR SIMILAR BENEFITS OF OUR CUSTOMERS' COMPANIES.**

Employee's Name  
(printed):

\_\_\_\_\_

Employee's Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_