



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

### EMPLOYMENT APPLICATION

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

**PERSONAL DATA** **Please Print**

LEGAL NAME _____							
Last		First			Middle Initial		
PRESENT ADDRESS _____							
Street		Apt#	City		State	Zip	
PREVIOUS ADDRESS _____							
Street		Apt#	City		State	Zip	
PHONE NUMBER ( ) ( )		ALTERNATE PHONE NUMBER ( ) ( )		Best times and days to telephone me:			
POSITION DESIRED:			<input type="checkbox"/> Full time <input type="checkbox"/> Part time		ACCEPTABLE PAY RANGE:		
DATE AVAILABLE:		Willing to relocate? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, give geographical preference.</small>			Are you 18 years of age or older? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If NO, what age?</small>		
How did you hear of this job?				Do you know anyone that works at Dunham's? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, list name(s)</small>			
If hired, can you present documentation of U.S. citizenship or your legal right to live and work in this country? <input type="checkbox"/> Yes <input type="checkbox"/> No				Have you previously submitted an application to us under your current name or a different name? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, when and under what name?</small>			
<b>HOURS AVAILABLE*</b>							Have you ever been employed by Dunham's? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, Dates employed:</small>
	SUN	MON	TUES	WED	THUR	FRI	SAT
From							
To							
<small>*We will attempt to accommodate your schedule, but management reserves the right to schedule associate hours as necessary for store coverage and business reason, which may include weekends, evenings and holidays.</small>							Position held:  Why did you leave?
<b>EDUCATION</b> <span style="float: right;">Currently attending school? <input type="checkbox"/> Yes <input type="checkbox"/> No</span>							
Name, City, State of School		Major Studies		Grade Completed		Did You Graduate?	Degree
High School							
College							
Other (Specify)							
<b>OTHER SPECIAL TRAINING OR SKILLS</b>						<b>U.S. Military</b> Branch of Service: Type of Duty/Specialized Training:	
Are you presently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="margin-left: 20px;"><small>If YES: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time</small></span>							
Have you ever been suspended or discharged for cause from employment? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, please explain:</small>							
Have you been convicted or plead no contest to a felony or misdemeanor crime, including misappropriation of property (do not consider minor traffic violations); or been released from prison for a felony within the last seven years? Do not disclose convictions that have been expunged, sealed or statutorily eradicated. A conviction will not necessarily disqualify you for employment. <span style="float: right;"><small>** IL residents see back</small></span> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, when (month/year)_____ EXPLAIN:</small>							

**EMPLOYMENT HISTORY**

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

Dates Employed: From (month/year) \_\_\_\_\_ To (month/year) \_\_\_\_\_ Starting Pay: \_\_\_\_\_ Current/Ending Pay: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_\_) \_\_\_\_\_  
 Address (Street/City/State): \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_

Dates Employed: From (month/year) \_\_\_\_\_ To (month/year) \_\_\_\_\_ Starting Pay: \_\_\_\_\_ Ending Pay: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_\_) \_\_\_\_\_  
 Address (Street/City/State): \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_

Dates Employed: From (month/year) \_\_\_\_\_ To (month/year) \_\_\_\_\_ Starting Pay: \_\_\_\_\_ Ending Pay: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_\_) \_\_\_\_\_  
 Address (Street/City/State): \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_

Dates Employed: From (month/year) \_\_\_\_\_ To (month/year) \_\_\_\_\_ Starting Pay: \_\_\_\_\_ Ending Pay: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_\_) \_\_\_\_\_  
 Address (Street/City/State): \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_

List all other companies that have employed you prior to those listed above: (use this area only if the above spaces are filled)	ANY PERIOD OF TIME THAT YOU WERE UNEMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please explain and give dates:
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**REFERENCES** (list individuals having knowledge of your work abilities first )

Name	Title/Company	Phone
Name	Title/Company	Phone
Name	Title/Company	Phone

I hereby certify that all information furnished by me on this application is true, and I understand that falsification, distortion, or omission of any of the aforementioned information is grounds for immediate dismissal, regardless of when such omission or misrepresentation might be discovered by the Company. I authorize those agencies, employers, companies, schools or individuals mentioned herein to release to Dunham's, or its agents, relevant information and opinion that may be used in employment decisions; and I release the Company and all providers of information from any liability as a result of furnishing or using this information. **If hired, I agree to conform to the rules and regulations of Dunham's, and understand that my employment and compensation is "At Will" and can be terminated with or without cause, with or without notice at any time at the option of the Company or myself.** I further understand that Dunham's or any agent of the Company shall have the maximum discretion permitted by law to administer, interpret, modify, or discontinue, enhance or otherwise change all policies, procedures, benefits or other terms or conditions of employment. **I agree, in partial consideration for my employment, that any claim or lawsuit relating to my service with Dunham's or any of its subsidiaries must be filed no more than 182 days after the date of the employment action that is the subject of the claim or lawsuit; I waive any statute of limitations to the contrary.** I understand that no Manager or representative of Dunham's, other than the Board of Directors acting pursuant to Company By-Laws, has any authority to enter into an agreement for employment of any specified period of time or to make any agreement contrary to the foregoing. In submitting this application, I understand and authorize Dunham's to conduct criminal background checks before and during employment.

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

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

**Applicant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Complete only if interviewed**  
 Social Security number:  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

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

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

**BACKGROUND INVESTIGATION  
DISCLOSURE**

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

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

**AUTHORIZATION & RELEASE**

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Birth (Optional)

\_\_\_\_\_  
**Social Security Number** (Complete only if interviewed)

**• Must be submitted with application •**

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

## Basic Leave Entitlement

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

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## Benefits and Protections

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

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

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

## Definition of Serious Health Condition

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

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

## Use of Leave

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

## Substitution of Paid Leave for Unpaid Leave

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

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

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

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

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627