

## HABANA EMPLOYMENT APPLICATION

We are an Equal Opportunity Employer. All persons shall have the opportunity to be considered for employment without regard to their race, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex or gender, marital status, veteran status, sexual orientation, arrest record, or any other characteristic protected by applicable federal, state or local laws.

We will endeavor to make a reasonable accommodation to the known physical or mental limitations of a qualified applicant with a disability unless the accommodation would impose an undue hardship on the operation of our business. If you believe you require such assistance to complete this form or to participate in an interview, please let us know.

### GENERAL INFORMATION

LAST NAME	FIRST NAME	M.I.	HOME PHONE
STREET ADDRESS			BUSINESS PHONE
CITY AND STATE	ZIP CODE		WHEN WILL YOU BE ABLE TO BEGIN WORK?
ARE YOU LEGALLY AUTHORIZED TO WORK IN THE U.S.? <input type="checkbox"/> Yes <input type="checkbox"/> No			DATE _____
Pursuant to the Immigration Reform and Control Act of 1986, all applicants who are offered employment must produce documents establishing their identity and authorization for employment in the United States. These documents must be produced no later than seventy-two (72) hours after employment commences. In addition, all new hires will be required to verify their employment authorization under oath by signing INS Form I-9.			
IF YOU ARE UNDER 18 YEARS OF AGE, DO YOU HAVE A WORK PERMIT? <input type="checkbox"/> Yes <input type="checkbox"/> No			

### EMPLOYMENT INFORMATION

POSITION DESIRED _____ <input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY    SALARY DESIRED _____    HOURS DESIRED _____
IS THERE ANYTHING THAT WOULD PREVENT YOU FROM WORKING ANY DAY OR TIME OF THE WEEK OR REGULARLY WORKING OVERTIME? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please specify the reasons <b>It is not necessary for you to identify unavailability for work because of religious observance or practice or any other protected classification. Subsequent to any job offer, we will consider whether a reasonable accommodation can be made.</b> _____ _____
HAVE YOU EVER BEEN EMPLOYED BY US? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give date, department, name of supervisor and reason for leaving.
HAVE YOU EVER APPLIED FOR EMPLOYMENT WITH US? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give date.
DO YOU HAVE ANY RELATIVES WORKING FOR US? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please identify them. _____
HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENSE THAT HAS NOT BEEN EXPUNGED, SEALED OR PARDONED? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, when? _____  A criminal conviction will not necessarily be a bar to employment. To help us evaluate your application, please describe the nature of the offense for which you were convicted, the circumstances surrounding the commission of the offense and your subsequent rehabilitation: _____ _____ _____

**EDUCATIONAL HISTORY**

NAME AND LOCATION	COURSE OF STUDY	DEGREE OR DIPLOMA
HIGH SCHOOL		
COLLEGE		
GRADUATE SCHOOL		
OTHER SCHOOLING (VOCATIONAL, POST-GRADUATE)		

DID YOU RECEIVE ANY SPECIALIZED EDUCATIONAL TRAINING OR PARTICIPATE IN ANY EXTRA-CURRICULAR ACTIVITIES WHICH WOULD AID YOU IN THE POSITION YOU ARE SEEKING? Yes  No  If yes, explain.

\_\_\_\_\_

\_\_\_\_\_

DID YOU RECEIVE ANY HONORS OR AWARD WHICH DEMONSTRATE YOUR SUITABILITY FOR THE POSITION YOU ARE SEEKING? Yes  No

\_\_\_\_\_

\_\_\_\_\_

**EMPLOYMENT HISTORY**

**Instructions for completing this section: Please print and list all prior employers, beginning with your PRESENT or MOST RECENT employer.** Please attach additional sheets to this application if necessary. Complete all requested information in full. DO NOT include overtime, bonus, commissions, etc. in the base salary information. Please include as part of your employment history any verified work performed on a volunteer basis and/or work performed while in the military.

EMPLOYER (first most recent)	EMPLOYER (second most recent)
Address City State	Address City State
Dates Employed: From To Supervisor Phone	Dates Employed: From To Supervisor Phone
Positions Held Base Rate of Pay	Positions Held Base Rate of Pay
Duties	Duties
Reason For Leaving	Reason For Leaving
EMPLOYER (third most recent)	EMPLOYER (fourth most recent)
Address City State	Address City State
Dates Employed: From To Supervisor Phone	Dates Employed: From To Supervisor Phone
Positions Held Rate of Pay	Positions Held Rate of Pay
Duties	Duties

Reason For Leaving	Reason For Leaving
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IS THERE ANY REASON WHY WE SHOULD NOT CONTACT ANY CURRENT OR FORMER EMPLOYER FOR A REFERENCE? Yes  No

IF YES, PLEASE IDENTIFY THE EMPLOYER AND EXPLAIN WHY NOT.

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IF YOU ARE A MILITARY VETERAN, PLEASE NOTE ANY JOB-RELATED TRAINING YOU RECEIVED WHICH WOULD HELP YOU PERFORM THE DUTIES OF THE POSITION YOU ARE SEEKING.

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PLEASE INDICATE ANY JOB-RELATED SKILLS AND QUALIFICATIONS YOU POSSESS WHICH WOULD HELP YOU PERFORM THE DUTIES OF THE POSITION YOU ARE SEEKING.

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**PERSONAL REFERENCES**

PLEASE LIST THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THREE PERSONAL REFERENCES WHO HAVE KNOWLEDGE OF YOUR CAPABILITY TO PERFORM THE DUTIES OF THE POSITION YOU ARE SEEKING. PLEASE EXCLUDE RELATIVES AND FORMER EMPLOYERS.

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**APPLICANT'S STATEMENT**

I have read and fully understand the questions asked in this application. I certify that all of the answers I have given are true, accurate and complete. I understand that the omission and/or misrepresentation of any fact from or on this application or during any interview will result in immediate rejection of my application or if I am hired will be cause for immediate dismissal. Unless I noted otherwise, I authorize the Company to contact all my employment references and personal references, as well as the education institutions I have attended. I further authorize the Company to inquire about, investigate and obtain copies of any records which relate to me from my former employers and educational institutions. I hereby release the Company and all affiliated persons and entities, as well as any person or institution that provides the Company with any lawful information about me, from any and all liability whatsoever resulting from any such lawful inquiry, investigation or communication.

If hired, I agree to abide by all of the rules and regulations of the Company. I understand and agree that nothing in this application shall constitute an offer, a contract or a guarantee of employment for a specific period of time. If hired, I understand **that my employment may be terminated with or without cause and with or without notice at any time, at the will of the Company or me. I further understand that no representative or agent of the Company, other than the \_\_\_\_\_, has the authority to enter into any agreement for employment for any specific period of time, or to make an agreement contrary to the foregoing. I also understand that any agreement modifying my at-will employment status must be in writing and signed by the \_\_\_\_\_.** In addition, I understand that the Company and all plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, enhance or otherwise change all policies, procedures, benefits or other terms and conditions of employment. As a condition of my employment, I agree to the extent permitted by law to waive my right to a jury trial in any action or proceeding related to my employment or the termination of my employment with \_\_\_\_\_. I am waiving my right to a jury trial voluntarily and knowingly, and free from coercion.

I understand that any hiring decision is contingent upon my successful completion of all of the Company's lawful pre-employment checks, which may include a background check. I agree to execute any consent forms necessary for the Company to conduct its lawful pre-employment checks.

**HABANA MANDATORY ARBITRATION AGREEMENT**

If any dispute cannot be amicably resolved between us, Habana and I agree that all past, present, and future disputes arising out of or relating to (a) my application to work for Habana, (b) my employment, including wage and labor claims and termination, (c) the relationships created by your application or employment, including disputes with any of Habana's Related Companies, owners (including Sean Meenan), employees, and/or agents, or (d) this Agreement, shall be finally resolved through a mandatory, binding arbitration conducted in New York City, New York. Each party to the dispute shall select an agent and those agents shall then select an arbitrator to hear the dispute. If the parties' agents cannot agree on an arbitrator, then the parties shall apply to a court of competent jurisdiction for the sole purpose of having the court judicially select an arbitrator. The arbitrator, and not any federal, state, or local court or agency, shall have authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is unconscionable or void or voidable.

The arbitrator may conduct the hearing on the dispute as he or she sees fit, including making any evidentiary decisions, provided the arbitrator shall act to streamline the proceedings, including discovery, for a fair, quick, cost-effective resolution for both parties. Unless the arbitrator determines the law requires otherwise, each party shall bear its own costs related to the arbitration, while the cost of the arbitrator shall be split evenly between the parties.

**ALL DISPUTES MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR NON-PAGA REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND HABANA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.**

This Agreement shall be governed by the Federal Arbitration Act, which controls, and the Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of New York.

I agree that Habana's Related Companies, owners, employees, and agents may enforce this Agreement against me for all disputes covered by this Agreement. Habana's Related Companies means all companies that operate within the Habana brand of restaurants or have common ownership thread (full or partial) with Habana Brooklyn LLC, including Habana To Go Brooklyn LLC, Big Casa LLC, BKLB LLC, Cafe Habana Inc, Habana Holdings LLC, Habana Works, and Habana International LLC.

This Arbitration Agreement controls over all other application and employee documents to the extent there is a conflict unless expressly provided otherwise and shall survive termination of your employment.

**Signature:**

You acknowledge that you have carefully read all of this Agreement and agree that all of the restrictions set forth are fair and reasonable for all parties.

Applicant:

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

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

Habana:

/s/ Sean Meenan . (Signature)  
Sean Meenan . (Printed Name)

Date: 3/27/18 .