



Millennium Child Development Center Employment Application

An Equal Opportunity Employer

Please Print

Date _____ Last Name _____ First Name _____ Middle Initial _____

Present Address

_____ No. & Street _____ City _____ State _____ Zip _____

Permanent Address (if different from present address)

_____ No. & Street _____ City _____ State _____ Zip _____

_____ Day Phone _____ Evening Phone _____

Employment Desired

Position applying for: _____

Are you applying for:

Regular full-time work? Yes No

Regular part-time work? Yes No

Temporary work, e.g., summer or holiday work? Yes No

What days and hours are you available for work? _____

If applying for temporary work, during what period of time will you be available?

From: _____ To: _____

Are you available for work on weekends? Yes No

Would you be available to work overtime, if necessary? Yes No

If hired, on what date can you start work? _____

Salary desired: _____

Personal Information

Have you ever applied to or worked for Millennium CDC or Salutory SportsClubs, Inc. before? Yes No

If yes, when?

Do you have any friends or relatives working for Millennium CDC or Salutory SportsClubs, Inc. ? Yes No

If yes, state name(s) and relationship:

..... Name _____ Relationship _____

..... Name _____ Relationship _____

Why are you applying for work at Millennium CDC or Salutory SportsClubs, Inc. ?

If hired, would you have a reliable means of transportation to and from work? Yes No

Are you at least 18 years old? (If under 18, hire is subject to verification that you are of minimum legal age.) Yes No

If hired, can you present evidence of your U.S. citizenship or proof of your legal right to live and work in this country? Yes No

Are you able to perform the essential functions of the job for which you are applying, either with or without reasonable accommodation? Yes No

If no, describe the functions that cannot be performed.

(Note: We comply with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. Hire may be subject to passing a medical examination, and to skill and agility tests.)

Have you ever been convicted of a criminal offense (felony or serious misdemeanor)? (Convictions for marijuana-related offenses that are more than two years old need not be listed.) Yes No

If yes, state nature of the crime(s), when and where convicted, and disposition of the case.

(Note: No applicant will be denied employment solely on the grounds of conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position(s) applied for may, however, be considered.)

Are you currently employed? Yes No

If so, may we contact your current employer? Yes No

Education, Training, and Experience

School Name and Address No. of years Completed Did you Graduate? Degree or Diploma

High School Yes No _____
Name _____
Address _____
City State Zip

College/ University Yes No _____
Name _____
Address _____
City State Zip

Vocational/ Business Yes No _____
Name _____
Address _____
City State Zip

Healthcare Training Yes No _____
Name _____
Address _____
City State Zip

Do you speak, write or understand any foreign languages? Yes No
If yes, which language(s)? _____

Do you have any other experience, training, qualifications, or skills which you feel make you especially suited for work at Millennium CDC (Salutary SportsClubs, Inc)? Yes No

If so, please explain: _____

Answer the following questions if you are applying for a professional position:

Are you licensed/certified for the job applied for? Yes No

Name of license/certification: _____

Issuing state: _____

License/certification number: _____

Has your license/certification ever been revoked or suspended? Yes No

If yes, state reason(s), date of revocation or suspension, and date of reinstatement.

Employment History

List below all present and past employment starting with your most recent employer (last five years is sufficient). Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer _____ Telephone No. _____

Type of Business _____ Your Supervisor's Name _____

Address & Street _____ CityState Zip _____

Dates of Employment: _____ Weekly Pay: _____

From To

Starting Ending

Your Position and Duties _____

Reason for Leaving _____

May we contact this employer for a reference? Yes No

Name of Employer _____ Telephone No. _____

Type of Business _____ Your Supervisor's Name _____

Address & Street _____ CityState Zip _____

Dates of Employment: _____ Weekly Pay: _____

From To

Starting Ending

Your Position and Duties _____

Reason for Leaving _____

May we contact this employer for a reference? Yes No

Name of Employer _____ Telephone No. _____

Type of Business _____ Your Supervisor's Name _____

Address & Street _____ CityState Zip _____

Dates of Employment: _____ Weekly Pay: _____

From To

Starting Ending

Your Position and Duties _____

Reason for Leaving _____

May we contact this employer for a reference? Yes No

Note: Attach additional page(s) if necessary.

Military Service

Have you obtained any special skills or abilities as the result of service in the military? Yes No

If so, describe:

References

List below three persons not related to you who have knowledge of your work performance within the last three years.

First Name	Last Name	Telephone No.
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No. & Street	City	State	Zip
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Occupation/Relationship	No. of Years Acquainted
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First Name	Last Name	Telephone No.
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No. & Street	City	State	Zip
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Occupation/Relationship

No. of Years Acquainted

First Name	Last Name	Telephone No.		
No. & Street	City	State	Zip	
Occupation/Relationship	No. of Years Acquainted			

Please Read Carefully, Initial Each Paragraph and Sign Below

_____ I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment
 Initials and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

_____ I hereby authorize Salutory SportsClubs, Inc. (DBA: Millennium CDC) to thoroughly investigate my references, work record, education and other matters
 Initials related to my suitability for employment and, further, authorize the references I have listed to disclose to the company any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release the company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

_____ I understand that nothing contained in the application, or conveyed during any interview which may be granted or during my
 Initials employment, if hired, is intended to create an employment contract between me and the company. In addition, I understand and agree that if I am employed, my 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 myself or the company, and that no promises or representations contrary to the foregoing are binding on the company unless made in writing and signed by me and the Company's designated representative.

_____ Should a search of public records (including records documenting an arrest, indictment, conviction, civil judicial
 Initials action, tax lien or outstanding judgment) be conducted by internal personnel employed by Salutory SportsClubs, Inc.(DBA: Millennium CDC), I am entitled to copies of any such public records obtained by Salutory SportsClubs, Inc.(DBA: Millennium CDC) unless I mark the check box below. If I am not hired as a result of such information, I am entitled to a copy of any such records even though I have checked the box below.

_____ I hereby agree to submit to binding arbitration all disputes and claims arising out of the submission of this application,
 Initials recruitment to or employment with Salutory SportsClubs, Inc. (DBA: Millennium CDC) I further agree, in the event that I am hired by Salutory SportsClubs, Inc. (DBA: Millennium CDC), that all disputes with Salutory SportsClubs, Inc. (DBA: Millennium CDC), whether during or after that employment, will be submitted to binding arbitration. I agree that such arbitration shall be conducted under the rules of the American Arbitration Association. I have voluntarily signed the Mutual Arbitration Agreement which sets forth the entire agreement with regard to dispute resolution. I have had the opportunity to ask questions about the agreement. I understand and agree that I have been advised to consult with an attorney before signing the Mutual Arbitration Agreement and have had the opportunity to do so.

I waive receipt of a copy of any public record described in the paragraph above.

Salutory SportsClub, Inc.(DBA: Millennium CDC) personnel are employed on an at-will basis. *All employment is at-will and can be terminated with or without cause, at any time, by the Employee or by Salutory SportsClubs, Inc.(DBA: Millennium CDC), for any reason or no reason whatsoever, with or without notice.*

_____ Date
 _____ Applicant's Signature

SALUTARY SPORTSCLUBS, INC.
DBA: Millennium Child Development Center
MUTUAL ARBITRATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BECAUSE YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT.

As a condition of the employment or continued employment of employee by the company (the term “company” or “the company” shall include for all purposes of this Agreement, the company and its affiliates, subsidiaries and related organizations and their executives, employees, members, shareholders, and agents), and in consideration of the parties’ mutual promises to adhere to the terms of this Agreement and mutual waivers by the parties of their rights to have their disputes resolved by means other than binding arbitration, the parties hereby agree to the following:

AGREEMENT TO ARBITRATE CERTAIN DISPUTES AND CLAIMS

The company and employee agree to arbitrate before a neutral Arbitrator any and all disputes or claims, which would otherwise be subject to resolution in court, arising from or relating to employee’s recruitment to or employment with the company or the termination of that employment, including claims against any current or former agent or employee of the company, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to the following claims:

Claims for fraud, promissory estoppel, fraudulent inducement of contract or breach of contract or contractual obligation, whether such alleged contract or obligation be oral, written, or express or implied by fact or law, including breach of the covenant of good faith and fair dealing;

Claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, misrepresentation, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or the formation or termination thereof;

Claims for fair employment, discrimination, harassment, or retaliation under any and all federal, state, or municipal statutes, regulations, or ordinances that prohibit discrimination, harassment, or retaliation in employment, to the fullest extent permitted by law, including but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 (“ADEA”), 42 U.S.C. Section 1981, the Older Workers Benefit Protection Act (“OWBPA”), the Family and Medical Leave Act (“FMLA”), and similar state or local laws;

Claims for non-payment or incorrect payment of wages, commissions, bonuses, severance, employee fringe benefits, leave benefits, stock options and the like, whether such claims be pursuant to alleged express or implied contract or obligation, equity, state wage and hour laws, the Fair Labor Standards Act, the Employee Retirement Income Securities Act, the FMLA, and any other federal, state or municipal laws concerning wages, compensation or employee benefits; and Claims arising out of or relating to the grant, exercise, vesting and/or issuance of equity in the company or options to purchase equity in the company.

We understand that neither party shall be entitled to join or consolidate claims in arbitration by or against other individuals or arbitrate any claims as a representative or member of a class or in a private attorney general capacity.

We further understand and agree that the following claims are not covered by this Agreement and shall therefore be resolved in any appropriate forum, including courts of law, as required by the laws then in effect: (1) claims disputing disciplinary actions, write-ups, raises, demotions, failure to promote, transfers or other employment actions, unless such employment actions are related, in any way, to any statutory, constitutional or common law cause of action, including retaliation claims; (2) workers’ compensation claims; (3) unemployment insurance benefits claims; and (4) disputes or claims that are expressly excluded by statute, state law or applicable court decision from being resolved by mandatory arbitration, and disputes that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan.

We understand and agree that nothing in this Agreement shall prevent either party from seeking from a court the remedy of an injunction for a claimed misappropriation of a trade secret, patent right, copyright, trademark, or any other intellectual or confidential property. Nothing in this Agreement should be interpreted as restricting or prohibiting the Employee from filing a charge or complaint with a federal, state or local administrative agency charged with investigating and/or prosecuting complaints under any applicable federal, state or municipal law or regulation, such as the National Labor Relations Board, the U.S. Equal

Employment Opportunity Commission or state equivalent agencies, or from participating in any investigation or proceeding conducted by any such agency. However, any dispute or claim that is not resolved through the federal, state, or local agency must be submitted to arbitration in accordance with this Agreement. Either party to this Agreement may, if necessary, seek judicial relief in order to enforce this Agreement and/or seek dismissal for the failure to honor this Agreement. Should either party pursue any dispute covered by this Agreement by any methods other than by arbitration, the other party shall be entitled to recover from the non-complying party all damages, costs, expenses and attorneys' fees incurred as a result of such action, unless recovery of such sums is prohibited by OWBPA, the ADEA, or other federal, state or local laws.

We understand and agree that any demand for arbitration by either the employee or the company shall be filed within the statute of limitation that is applicable to the claims(s) upon which arbitration is sought or required. Any failure to demand arbitration within this time frame shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration.

ARBITRATION PROCEDURES

We understand that a party seeking to initiate arbitration must submit a "Request For Arbitration" in writing to the other party within the applicable statute of limitations period if the matter had been brought in a court of law. If the "Request For Arbitration" is not submitted in accordance with the aforementioned time limitations, the initiating party will not be able to raise the claim in arbitration or any other forum. The Request For Arbitration shall, unless otherwise required by law, clearly state "Request for Arbitration" at the beginning of the first page and include the following information:

- A factual description of the dispute in sufficient detail to advise the responding party of the nature of the dispute;
- the date when the dispute first arose;
- the names, work locations, and telephone numbers of any co-workers, witnesses or supervisors with knowledge of the dispute; and
- the relief requested by the requesting party.

A Request For Arbitration from employee must be submitted to the company. A Request For Arbitration from the company must be mailed to the employee's last known address or hand-delivered to employee. The party to whom the Request For Arbitration is directed will respond within 30 days so that the parties can begin the process of selecting an Arbitrator. Such response may include any counterclaims.

SELECTION OF THE ARBITRATOR

We understand and agree that all disputes will be resolved by a single Arbitrator. The Arbitrator will be mutually selected by the company and employee. If the parties cannot agree on an Arbitrator, then a list of seven arbitrators, experienced in the legal issues presented by the Request For Arbitration and any counterclaims thereof, shall be provided by a qualified referral source such as the Federal Mediation and Conciliation Service, the American Arbitration Association or JAMS.

HEARING PROCEDURE

Except as provided herein, we understand and agree that the arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association; provided, however, that the Arbitrator shall allow the discovery authorized by California law or any other discovery required by applicable law in arbitration proceedings. Also, to the extent that any National Rules for the Resolution of Employment Disputes or anything in this Agreement conflicts with any arbitration procedures required by applicable law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the Arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. Employee and the Company also agree that nothing in this Agreement relieves either of them from any obligation they may have to exhaust certain administrative remedies before

arbitrating any claims or disputes under this Agreement, and the Arbitrator may dismiss a claim for failure to exhaust an administrative remedy, so long as such dismissal is consistent with applicable law.

We understand and agree that the Arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have the authority only to determine the issue(s) submitted to him/her. The issue(s) must be identifiable in the "Request For Arbitration" or counterclaim(s). Except as required by law, any issue(s) not identifiable in those documents is outside the scope of the Arbitrator's jurisdiction and any award involving such issue(s), upon motion by a party, shall be vacated.

The Arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to, general, special, and punitive damages, and injunctive relief; provided, however, that the authority to award any remedy is subject to whatever limitations, if any, exist in the applicable law on such remedies.

The Arbitrator shall adhere to the terms of the Agreement. The Arbitrator shall have no power to add to or modify the terms of this Agreement. In reaching a decision, the Arbitrator shall be bound by the law and applicable legal precedent, and shall have no power to vary from the law or legal precedent.

The Arbitrator's award shall be final and binding, except that it shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards. Judgment on the award rendered by the Arbitrator may be entered in any Court having jurisdiction.

PLACE OF ARBITRATION

We understand and agree that the arbitration shall take place in the city where the employee was primarily employed, or at any other mutually agreeable location.

GOVERNING LAW

We understand and agree that this Agreement and its validity, construction and performance, as well as disputes and/or claims arising under this Agreement shall be governed by California law, except where the disputes and/or claims are based on federal statutes, in which case those disputes and/or claims shall be governed by the applicable federal law.

MEDIATION

Nothing in this Agreement shall prevent the parties from agreeing to submit the dispute to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration pursuant to the terms of this Agreement.

COSTS OF ARBITRATION

We understand that the company will bear the Arbitrator's fee and any other type of expense or cost that the employee would not be required to bear if he/she were free to bring the dispute or claim in court as well as any other expense or cost that is unique to arbitration. The company and employee shall each pay their own attorneys' fees incurred in connection with the arbitration, and the Arbitrator will not have the authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees, in which case the Arbitrator shall have the authority to make an award of attorneys' fees as required or permitted by applicable law.

If there is a dispute as to whether the company or employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

SEVERABILITY

We understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

COMPLETE AGREEMENT

We understand and agree that this Agreement contains the complete agreement between the company and employee regarding the subjects covered in it; that it supersedes any and all prior representations and agreements between us, if any; and that it may be modified only in writing, expressly referencing this Agreement, and signed by the company's Principal and employee. If this modification is not or has not been signed by the employee, but the employee continues to accept employment after having notice of the modification, it shall become effective after a reasonable period.

KNOWING AND VOLUNTARY AGREEMENT

We understand and agree that we have been advised to consult with an attorney of our own choosing before signing this Agreement, and we have had an opportunity to do so. We agree that we have read this Agreement carefully and understand that by signing it, we are waiving all rights to a trial or hearing before a court or jury of any and all disputes and claims subject to arbitration under this Agreement.

This Agreement is not an employment contract. Nothing in this Agreement creates, or is intended to create, a promise or representation of continued employment for employee. Unless employee has a written employment contract signed by employee and the company's Principal. Employee's employment with the company is employment at-will. Employment at-will may be terminated at the will of either the company or employee.

Date: _____

Employee Signature

Employee Name (please print)

SALUTARY SPORTSCLUBS, INC. (DBA: Millennium CDC)

Date: _____

By: _____

Its: _____

AGREEMENT, AUTHORIZATION, AND CONSENT FOR RELEASE OF BACKGROUND INFORMATION

PLEASE TYPE OR PRINT

I, _____
 LAST NAME FIRST NAME MIDDLE NAME (PLEASE INCLUDE Jr., Sr., II, III Etc.)

understand that in conjunction with my application for employment, work to be performed under contract, promotion, volunteer position, reassignment, and/or retention ("Engagement"), **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC) will use the services of an outside agency to research and verify the information I have provided on my application for Engagement including my personal background, character, professional standing, work history and qualifications. This agency will provide a written report of its findings to **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC). **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC) uses **Abso**, a consumer-reporting agency, as an agent to perform its Employment related background investigations.

Abso will utilize various sources of information it deems appropriate including but not limited to: criminal records, current and former employers, department of motor vehicle records, military records, credit reporting agencies, education records, licensing authorities, state and federal sanctioning authorities, professional and personal references and workers compensation records including any and all injuries in compliance with the Americans with Disabilities Act. I agree, authorize and consent to the release and disclosure of any and all information including but not limited to the above to **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC), and **Abso**.

I agree, authorize and consent to the procurement of a Consumer Report and/or an Investigative Consumer Report and understand that it may contain information about my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. This authorization in original or copy form shall be valid for my term of Engagement from the date indicated next to my signature. According to the Fair Credit Reporting Act, I will be notified by **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC) if Engagement is denied because of information obtained from a Consumer Reporting Agency. Additionally, I understand that if requested within 60 days, I will be given a full and accurate disclosure as to the nature and substance of all information provided to **Salutary Sports Clubs, Inc.**(DBA: Millennium CDC). I further understand that I may request a copy of the report, and that when doing so, proper identification will be required and I should direct my request to: **Abso**, 3009 Douglas Blvd., 3rd Floor, Roseville, CA 95661. I understand that residents of all states will automatically receive a copy of the report if an adverse action is taken regarding the employment application, or upon request as outlined herein.

CHECK THIS BOX IF you are applying for work with a California, Minnesota or Oklahoma based employer and you would like a copy of your Consumer Report if one is prepared in the investigation of your background. CA Codes 1785.20.5 & 1786.16(a)(5)(b)(1), MN Code 13C Subdivision 2, OK Code 24 O.S. §148

LAW ENFORCEMENT AGENCIES AND OTHER ENTITIES FOR POSITIVE IDENTIFICATION PURPOSES REQUIRE THE FOLLOWING INFORMATION WHEN CHECKING PUBLIC RECORDS. IT IS CONFIDENTIAL AND WILL NOT BE USED FOR ANY OTHER PURPOSES. PLEASE PRINT CLEARLY.

Signed	Today's Date		
Name as it appears on your driver's license	Position Applied For		
Social Security Number	Date of Birth	Driver's License Number	State
Other names you have used, or are also known as, including maiden name, name changes and any aliases:			

PLEASE PROVIDE ALL RESIDENTIAL ADDRESSES FOR THE PAST 7 YEARS

	Mo./Yr. / Mo./Yr
Current Address:	/
Street Apt.# City State Zip Code	From / To?
Former Address:	/
Street Apt.# City State Zip Code	From / To?
Former Address:	/
Street Apt.# City State Zip Code	From / To?
Former Address:	/

Street	Apt.#	City	State	Zip Code	From / To?
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CALIFORNIA CONSUMER RIGHTS

You have rights when an investigative consumer report is obtained on you. The following are some of your rights:

1. Whoever obtained the report was required to give you a free copy.
2. You have the right to contact the agency that made the report. You can do this in one of the following ways:
 - (a) You can go to the agency in person during the normal business hours. You can bring someone with you. That person may be required to present identification. You may be required to sign a paper allowing the agency to discuss your file with or to show your file to this person.
 - (b) You may receive your file by certified mail, if you have given written notice to the agency that you want information mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.
 - (c) You may be able to discuss your file over the telephone if you have give written instructions to the agency and have provided identification.
3. You have the right to receive a copy of your file or your investigative consumer report at the agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:
 - (a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.
 - (b) If you are receiving a copy from the agency relating to an investigation into the accuracy of information you have disputed or if information is put back into your file.

The agency must describe these rights to you in English and Spanish.

4. You have the right to know the following information:
 - (a) The names of the persons and companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.
 - (b) Explanations of any codes or abbreviations used in your report, so you can understand the report.
5. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered a report is required to give you the name and address of the agency.
 - (a) The agency has thirty (30) days from the day it receives your dispute to complete the investigation.
 - (b) When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.
 - (c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency has people to help you write the statement. The agency may limit your statement to five hundred (500) words.
 - (d) If information is removed or you add a statement to your file, you can request the agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.
 - (e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.

6. You also have rights under federal law in regard to your report. Copies of those rights are given to you with this California statement of consumer rights. Many of these rights are also included within California law. Under federal law, your report is a consumer report, not an investigative consumer report.

A Summary of Your Rights Under the Fair Credit Reporting Act

(As Provided by the Federal Trade Commission)

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors at the Federal Trade Commission's web site at (<http://www.ftc.gov>). You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

A Summary of Your Rights Under the Fair Credit Reporting Act
 (As Provided by the Federal Trade Commission)

- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING PLEASE CONTACT	
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 202-720-7051

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