



Date / Initials

OFFICE USE ONLY

Hollister Corporate Office:

710 Kirkpatrick Ct., Suite B
 Hollister, CA 95023
 Phone: 831-638-0360
 Fax: 831-638-0365

Morgan Hill Office:

17705 Hale Ave., Suite C-1
 Morgan Hill, CA 95037
 Phone: 408-779-7100
 Fax: 408-779-7142

Gilroy Office:

8010 Wayland Ln., Suite 2D
 Gilroy, CA 95020
 Phone: 408-767-2904
 Fax: 408-767-2906

Los Banos Office:

702 J Street
 Los Banos, CA 93635
 Phone: 209-710-9515
 Fax: 209-710-9521

APPLICATION

Personal Information

Date ____ / ____ / 20__

Last Name		First Name		Social Security Number	
Address / Apt #		City	State	Zip Code	
Home Number		Cell Phone		Cell Phone Service Carrier	
Email Address		Emergency Contact		Emergency Phone Number	

Employment Needs

How much advance notice?			Are you willing to work overtime?		
Position	Desired Wage	Date you can start	Position Type <input type="checkbox"/> PT <input type="checkbox"/> FT	Shifts you are available to work <input type="checkbox"/> Day <input type="checkbox"/> Swing <input type="checkbox"/> Graveyard	
Days you are available to work <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Transportation <input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Other: _____		Bi-Lingual <input type="checkbox"/> Yes <input type="checkbox"/> No	Languages Spoken	
How far can you travel for position?	How did you hear about Infinity Staffing?			Have you previously worked for Infinity Staffing?	

Work History

PLEASE BEGIN WITH MOST RECENT EMPLOYER

Position	Employer	May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Address	City	State	Zip
Phone Number	Reason for Leaving		Supervisor	Dates Worked From ____ / ____ / ____ To ____ / ____ / ____		

Position	Employer	May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Address	City	State	Zip
Phone Number	Reason for Leaving		Supervisor	Dates Worked From ____ / ____ / ____ To ____ / ____ / ____		

Position	Employer	May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Address	City	State	Zip
Phone Number	Reason for Leaving		Supervisor	Dates Worked From ____ / ____ / ____ To ____ / ____ / ____		

Eligibility

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

(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 medical examination and to skill and agility tests)

References

Name	Title/Company
Relationship	Phone

Name	Title/Company
Relationship	Phone

Name	Title/Company
Relationship	Phone

Education

High School	Name	Years Completed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Degree or Diploma
	Address			
	City	State	Zip	

College/ University	Name	Years Completed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Degree or Diploma
	Address			
	City	State	Zip	

Other	Name	Years Completed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Degree or Diploma
	Address			
	City	State	Zip	

Office Skills

- Filing
- Inventory

Accounting

- Bookkeeper
- Assistant
- Payroll
- Accounts Payable
- Accounts Receivable
- Credit/Collections
- Bank Teller
- 10-Key

Secretarial Skills

- Executive
- Administrative
- PC
- MAC
- Handheld
- Scanner
- Copier/ Printer

Office Equipment

- Multi-Line Phone
- Facsimile
- Type WPM _____
- Word Processor
- 10 Key

Computer Software

- Windows
- MAC
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point
- Microsoft Outlook
- Quickbooks
- Quicken
- Peachtree
- Other _____

Other Clerical Skills

- _____
- _____
- _____
- _____
- _____
- _____

Construction

- Woodframe
- Brick Layer
- Carpentry
- Electrical
- Form Setting
- Masonry
- Heavy Operator
- Fork Lift Operator
- Warehouse
- Loading

Driver

- CDL
- Class "A"
- Class "B"
- Class "C"

Service

- Mechanics
- Auto Detailing
- Auto Body Repair

Factory

- Inspection
- Plating/Anodizing
- Production/Fabrication
- Welding
Type(s) _____

Retail

- Cashier
- Pricing/Tagging
- Phone Sales
- Counter Clerk
- Shipping/Receiving

Medical

- Nurse
- CNA
- Medical Receptionist
- Medical Records
- Medical Billing

Housekeeping

- Hotel
- Hospital
- Laundry Room
- Maintenance
- Front Desk
- Housekeeping

Production

- Packaging
- Quality Control
- Labeling

Other/ Miscellaneous

- Dispatcher
- Server
- Bartender
- Other _____

LAST

FIRST

Infinity Staffing is an equal opportunity employer

Employment Application Certification

Initial

I hereby affirm that the information provided in this application, and any attached or submitted resume, is true and complete and that I have withheld no information that would, if disclosed, affect this application unfavorably. I understand that any false or misleading representations or omissions may disqualify me from further consideration for employment and may result in dismissal if discovered at a later date.

Initial

Completion of this application does not assure me a position with Infinity Staffing Services Inc. I also understand that neither this application nor any other document constitutes a contract of employment for a specific term and that any employment relationship that may be established will be "at will" and may be terminated at any time with or without cause by myself or Infinity Staffing Services Inc. I also understand that no representative of Infinity Staffing Services Inc. has any authority to enter into any agreement for employment with me contrary to the foregoing.

Initial

I hereby authorize Infinity Staffing Services Inc. to investigate all information pertinent to my application, including contacting current and former employers in order to determine my qualifications for employment. I hereby authorize all persons and organizations having information relevant to my application to provide said information to Infinity Staffing Services Inc. and I hereby agree to hold harmless Infinity Staffing Services Inc. and all those providing information to it from any liability arising from or as a result of the request for, the provision of or use of such information. I understand that any offer of employment may be rescinded or my employment may be terminated if my references are inadequate or unacceptable to Infinity Staffing Services Inc. or if I violate any of the provisions of this certification.

Initial

I further understand that if hired by Infinity Staffing Services Inc., I must abide by all the company rules and regulations as communicated by Infinity Staffing Services Inc. employees and orientation materials which, with the exception of the "at will" employment policy, may be changed without notice at the discretion of Infinity Staffing Services Inc. I understand that (1) Infinity Staffing Services Inc. may require me to submit a drug and alcohol test prior to employment and a drug and alcohol test at any time during my employment, to the extent permitted by applicable law; and (2) Infinity Staffing Services Inc. may require me to consent to or authorize the disclosure of my criminal record and/ or consumer credit report prior to employment and at any time during my employment, to the extent permitted by law.

I certify under penalty of perjury that all the information provided is true and correct to the best of my knowledge and that I have read, fully understood and agreed with the above statements.

Signature _____

Date _____



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

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 boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
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Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

Employer Completes Next Page



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized 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	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 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 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 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

Employee's Withholding Certificate

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

Step 1: Enter Personal Information

(a) First name and middle initial	Last name	(b) Social security number
Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
City or town, state, and ZIP code		
(c) <input type="checkbox"/> Single or Married filing separately		
<input type="checkbox"/> Married filing jointly or Qualifying surviving spouse		
<input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2-4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Reserved for future use.
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate

TIP: If you have self-employment income, see page 2.

Complete Steps 3-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits

If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):

Multiply the number of qualifying children under age 17 by \$2,000 \$ _____

Multiply the number of other dependents by \$500 \$ _____

Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here

3 \$

Step 4 (optional): Other Adjustments

(a) **Other income (not from jobs).** If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income

4(a) \$

(b) **Deductions.** If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here

4(b) \$

(c) **Extra withholding.** Enter any additional tax you want withheld each pay period

4(c) \$

Step 5: Sign Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.)

Date

Employers Only

Employer's name and address

First date of
employment

Employer identification
number (EIN)

1. Enter estimate of total wages for tax year 2023. 1.
2. Enter estimate of nonwage income (line 6 of Worksheet B). 2.
3. Add line 1 and line 2. Enter sum. 3.
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest). 4.
5. Enter adjustments to income (line 4 of Worksheet B). 5.
6. Add line 4 and line 5. Enter sum. 6.
7. Subtract line 6 from line 3. Enter difference. 7.
8. Figure your tax liability for the amount on line 7 by using the 2023 tax rate schedules below. 8.
9. Enter personal exemptions (line F of Worksheet A x \$154.00). 9.
10. Subtract line 9 from line 8. Enter difference. 10.
11. Enter any tax credits. (See FTB Form 540). 11.
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability. 12.
13. Calculate the tax withheld and estimated to be withheld during 2023. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2023. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2023. 13.
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld. 14.
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4. 15.

Note: Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the "single" status with "zero" allowances. If the amount withheld still results in an underpayment of state income taxes, you may need to file quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

These Tables Are for Calculating Worksheet C and for 2023 Only

**Single Persons, Dual Income
Married or Married With Multiple Employers**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$10,099	1.100%	\$0	\$0.00
\$10,099	\$23,942	2.200%	\$10,099	\$111.09
\$23,942	\$37,788	4.400%	\$23,942	\$415.64
\$37,788	\$52,455	6.600%	\$37,788	\$1,024.86
\$52,455	\$66,295	8.800%	\$52,455	\$1,992.88
\$66,295	\$338,639	10.230%	\$66,295	\$3,210.80
\$338,639	\$406,364	11.330%	\$338,639	\$31,071.59
\$406,364	\$677,275	12.430%	\$406,364	\$38,744.83
\$677,275	\$1,000,000	13.530%	\$677,275	\$72,419.07
\$1,000,000	and over	14.630%	\$1,000,000	\$117,556.49

Married Persons

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$20,198	1.100%	\$0	\$0.00
\$20,198	\$47,884	2.200%	\$20,198	\$222.18
\$47,884	\$75,576	4.400%	\$47,884	\$831.27
\$75,576	\$104,910	6.600%	\$75,576	\$2,049.72
\$104,910	\$132,590	8.800%	\$104,910	\$3,985.76
\$132,590	\$677,278	10.230%	\$132,590	\$6,421.60
\$677,278	\$812,728	11.330%	\$677,278	\$62,143.18
\$812,728	\$1,000,000	12.430%	\$812,728	\$77,489.67
\$1,000,000	\$1,354,550	13.530%	\$1,000,000	\$100,767.58
\$1,354,550	and over	14.630%	\$1,354,550	\$148,738.20

Unmarried Head of Household

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$20,212	1.100%	\$0	\$0.00
\$20,212	\$47,887	2.200%	\$20,212	\$222.33
\$47,887	\$61,730	4.400%	\$47,887	\$831.18
\$61,730	\$76,397	6.600%	\$61,730	\$1,440.27
\$76,397	\$90,240	8.800%	\$76,397	\$2,408.29
\$90,240	\$460,547	10.230%	\$90,240	\$3,626.47
\$460,547	\$552,658	11.330%	\$460,547	\$41,508.88
\$552,658	\$921,095	12.430%	\$552,658	\$51,945.06
\$921,095	\$1,000,000	13.530%	\$921,095	\$97,741.78
\$1,000,000	and over	14.630%	\$1,000,000	\$108,417.63

If you need information on your last California Resident Income Tax Return, FTB Form 540, visit [FTB](http://ftb.ca.gov) (ftb.ca.gov).

The DE 4 information is collected for purposes of administering the PIT law and under the authority of Title 22, CCR, section 4340-1, and the California Revenue and Taxation Code, including section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that came with your last California resident income tax return.

Employee's Withholding Allowance Certificate

Complete this form so that your employer can withhold the correct California state income tax from your paycheck.

Enter Personal Information	
First, Middle, Last Name	Social Security Number
Address	Filing Status
City State ZIP Code	<input type="checkbox"/> Single or Married (with two or more incomes) <input type="checkbox"/> Married (one income) <input type="checkbox"/> Head of Household

1. Use Worksheet A for Regular Withholding allowances. Use other worksheets on the following pages as applicable.

- 1a. Number of Regular Withholding Allowances (Worksheet A) 0
- 1b. Number of allowances from the Estimated Deductions (Worksheet B, if applicable.) 0
- 1c. Total Number of Allowances you are claiming 0

2. Additional amount, if any, you want withheld each pay period (if employer agrees), (Worksheet C)
OR

Exemption from Withholding

- 3. I claim exemption from withholding for 2023, and I certify I meet both of the conditions for exemption. (Check box here)
OR
- 4. I certify under penalty of perjury that I am **not subject** to California withholding. I meet the conditions set forth under the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act and the Veterans Benefits and Transition Act of 2018. (Check box here)

Under the penalties of perjury, I certify that the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Employee's Signature _____ Date _____

Employer's Section: Employer's Name and Address	California Employer Payroll Tax Account Number
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Purpose: This certificate, DE 4, is for **California Personal Income Tax (PIT)** withholding purposes only. The DE 4 is used to compute the amount of taxes to be withheld from your wages, by your employer, to accurately reflect your state tax withholding obligation.

Beginning January 1, 2020, *Employee's Withholding Allowance Certificate* (Form W-4) from the Internal Revenue Service (IRS) will be used for federal income tax withholding **only**. You must file the state form *Employee's Withholding Allowance Certificate* (DE 4) to determine the appropriate California PIT withholding.

If you do not provide your employer with a withholding certificate, the employer must use Single with Zero withholding allowance.

Check Your Withholding: After your DE 4 takes effect, compare the state income tax withheld with your estimated total annual tax. For state withholding, use the worksheets on this form.

Exemption From Withholding: If you wish to claim exempt, complete the federal Form W-4 and the state DE 4. You may claim exempt from withholding California income tax if you meet both of the following conditions for exemption:

- 1. You did not owe any federal/state income tax last year, and
- 2. You do not expect to owe any federal/state income tax this year. The exemption is good for one year.

If you continue to qualify for the exempt filing status, a new DE 4 designating **exempt** must be submitted by February 15 each year to continue your exemption. If you are not having federal/state income tax withheld this year but expect to have a tax liability next year, you are required to give your employer a new DE 4 by December 1.

Member Service Civil Relief Act: Under this act, as provided by the Military Spouses Residency Relief Act and the Veterans Benefits and Transition Act of 2018, you may be exempt from California income tax withholding on your wages if

- (i) Your spouse is a member of the armed forces present in California in compliance with military orders;
- (ii) You are present in California solely to be with your spouse; and
- (iii) You maintain your domicile in another state.

If you claim exemption under **this act**, **check the box on Line 4**. You may be required to provide proof of exemption upon request.

The *California Employer's Guide* (DE 44) (eddl.ca.gov/pdf/pub_ctr/de44.pdf) provides the income tax withholding tables. This publication may be found by visiting Payroll.Taxes-Forms-and-Publications (eddl.ca.gov/Payroll_Taxes/Forms_and_Publications.htm). To assist you in calculating your tax liability, please visit the [Franchise Tax Board \(FTB\)](http://Franchise_Tax_Board) (ftb.ca.gov).

If you need information on your last *California Resident Income Tax Return* (FTB Form 540), visit the FTB (ftb.ca.gov).

Worksheet C Additional Tax Withholding and Estimated Tax

1. Enter estimate of total wages for tax year 2023.
2. Enter estimate of nonwage income (line 6 of Worksheet B).
3. Add line 1 and line 2. Enter sum.
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest).
5. Enter adjustments to income (line 4 of Worksheet B).
6. Add line 4 and line 5. Enter sum.
7. Subtract line 6 from line 3. Enter difference.
8. Figure your tax liability for the amount on line 7 by using the 2023 tax rate schedules below.
9. Enter personal exemptions (line F of Worksheet A x \$154.00).
10. Subtract line 9 from line 8. Enter difference.
11. Enter any tax credits. (See FTB Form 540).
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability.
13. Calculate the tax withheld and estimated to be withheld during 2023. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2023. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2023.
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld.
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4.

Note: Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the "single" status with "zero" allowances. If the amount withheld still results in an end-of-payment of state income taxes, you may need in the quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

These Tables Are for Calculating Worksheet C and for 2023 Only

Single Persons, Dual Income Married or Married With Multiple Employers				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$10,099	1.100%	\$0	\$0.00
\$10,099	\$23,942	2.200%	\$10,099	\$118.09
\$23,942	\$37,785	4.400%	\$23,942	\$413.64
\$37,785	\$52,455	6.600%	\$37,785	\$1,034.86
\$52,455	\$66,799	8.800%	\$52,455	\$1,992.88
\$66,799	\$118,439	10.300%	\$66,799	\$4,310.80
\$118,439	\$166,364	11.300%	\$118,439	\$8,071.59
\$166,364	\$677,278	12.400%	\$166,364	\$38,744.83
\$677,278	\$1,000,000	13.500%	\$677,278	\$72,419.07
\$1,000,000	and over	14.600%	\$1,000,000	\$117,555.49

Married Persons				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$20,198	1.100%	\$0	\$0.00
\$20,198	\$47,884	2.200%	\$20,198	\$222.18
\$47,884	\$78,576	4.400%	\$47,884	\$831.27
\$78,576	\$104,910	6.600%	\$78,576	\$2,049.72
\$104,910	\$132,590	8.800%	\$104,910	\$3,983.76
\$132,590	\$167,278	10.300%	\$132,590	\$6,411.60
\$167,278	\$812,228	11.300%	\$167,278	\$42,143.18
\$812,228	\$1,000,000	12.400%	\$812,228	\$77,489.67
\$1,000,000	\$1,314,550	13.500%	\$1,000,000	\$160,747.58
\$1,314,550	and over	14.600%	\$1,314,550	\$249,738.20

Unmarried Head of Household				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$20,212	1.100%	\$0	\$0.00
\$20,212	\$47,887	2.200%	\$20,212	\$222.33
\$47,887	\$81,730	4.400%	\$47,887	\$831.18
\$81,730	\$118,397	6.600%	\$81,730	\$1,440.27
\$118,397	\$160,547	8.800%	\$118,397	\$2,408.29
\$160,547	\$332,659	10.300%	\$160,547	\$4,508.88
\$332,659	\$500,000	12.400%	\$332,659	\$8,945.06
\$500,000	\$1,000,000	13.500%	\$500,000	\$17,741.78
\$1,000,000	and over	14.600%	\$1,000,000	\$28,417.63

If you need information on your last California Resident Income Tax Return, FTB Form 540, visit FTB (ftb.ca.gov).

The DE 4 information is collected for purposes of administering the PIT law and under the authority of Title 22, CCR, section 4340-1, and the California Revenue and Taxation Code, including section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that accompany your last California resident income tax return.

Worksheets

Instructions — 1 — Allowances*

When determining your withholding allowances, you must consider your personal situation:
 — Do you claim allowances for dependents or blindness?
 — Will you itemize your deductions?
 — Do you have more than one income coming into the household?

Two-Earners/Multiple Incomes: When earnings are derived from more than one source, under-withholding may occur. If you have a working spouse or more than one job, it is best to check the box "SINGLE or MARRIED (with two or more incomes)." Figure the total number of allowances you are entitled to claim on all jobs using only one DE 4 form. Claim allowances with one employer.

Do not claim the same allowances with more than one employer. Your withholding will usually be most accurate when all allowances are claimed on the DE 4 filed for the highest paying job and zero allowances are claimed for the others.

Married But Not Living With Your Spouse: You may check the "Head of Household" marital status box if you meet all of the following tests:
 (1) Your spouse will not live with you at any time during the year;
 (2) You will furnish over half of the cost of maintaining a home for the entire year for yourself and your child or stepchild who qualifies as your dependent; and
 (3) You will file a separate return for the year.

Head of Household: To qualify, you must be unmarried or legally separated from your spouse and pay more than 50% of the costs of maintaining a home for the entire year for yourself and your dependent(s) or other qualifying individuals. Cost of maintaining the home includes such items as rent, property insurance, property taxes, mortgage interest, repairs, utilities, and cost of food. It does not include the individual's personal expenses or any amount which represents value of services performed by a member of the household of the taxpayer.

Worksheet A Regular Withholding Allowances

- (A) Allowance for yourself — enter 1 (A)
- (B) Allowance for your spouse (if not separately claimed by your spouse) — enter 1 (B)
- (C) Allowance for blindness — yourself — enter 1 (C)
- (D) Allowance for blindness — your spouse (if not separately claimed by your spouse) — enter 1 (D)
- (E) Allowance(s) for dependent(s) — do not include yourself or your spouse (E)
- (F) Total — add lines (A) through (E) above and enter on line 1a of the DE 4 (F) 0

Instructions — 2 — (Optional) Additional Withholding Allowances

If you expect to itemize deductions on your California income tax return, you can claim additional withholding allowances. Use Worksheet B to determine whether your expected estimated deductions may entitle you to claim one or more additional withholding allowances. Use last year's FTB Form 540 as a model to calculate this year's withholding amounts.

Do not include deferred compensation, qualified pension payments, or flexible benefits, etc., that are deducted from your gross pay but are not taxed on this worksheet.

You may reduce the amount of tax withheld from your wages by claiming one additional withholding allowance for each \$1,000, or fraction of \$1,000, by which you expect your estimated deductions for the year to exceed your allowable standard deduction.

Worksheet B Estimated Deductions

Use this worksheet only if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income not subject to withholding.

1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB Form 540 1.
2. Enter \$10,404 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(er) with dependent(s) or \$5,202 if single or married filing separately, dual income married, or married with multiple employers - 2.
3. Subtract line 2 from line 1, enter difference = 3. 0.00
4. Enter an estimate of your adjustments to income (alimony payments, IRA deposits) + 4.
5. Add line 4 to line 3, enter sum = 5. 0.00
6. Enter an estimate of your nonwage income (dividends, interest income, alimony receipts) - 6.
7. If line 5 is greater than line 6 (if less, see below (go to line 9)):
Subtract line 6 from line 5, enter difference = 7. 0.00
8. Divide the amount on line 7 by \$1,000, round any fraction to the nearest whole number, enter this number on line 1b of the DE 4. Complete Worksheet C, if needed, otherwise stop here. 8. 0.00
9. If line 6 is greater than line 5:
Enter amount from line 6 (nonwage income) 9.
10. Enter amount from line 5 (deductions) 10. 0.00
11. Subtract line 10 from line 9, enter difference. Then, complete Worksheet C. 11. 0.00

*Wages paid to registered domestic partners will be treated the same for state income tax purposes as wages paid to spouses for California PIT withholding and PIT wages. This law does not impact federal income tax law. A registered domestic partner means an individual partner in a domestic partner relationship within the meaning of section 297 of the Family Code. For more information, please call our Taxpayer Assistance Center at 1-888-745-3886.

Infinity Staffing Services, Inc. Process and Payroll Payment Request

Once placed on an Assignment through Infinity Staffing you will receive a timecard that you are to turn into us every Monday by NOON. It is YOUR responsibility to have the timecard filled out completely and signed by your supervisor every week, at the end of your shift. Our work week is Monday – Sunday, with payday being every Friday.

Employee Information

Employee Name: _____ Last 4 of SS#: _____ Company Location: _____

Mailing Address: _____ Residence Address: _____

City: _____ State: _____ Zip: _____

Global Cash Paycard Paycard Information:

Account #: _____

By providing the information requested above and signing below, I hereby elect and consent to receive my wages, including but not limited to off cycle wage payments and wage payments upon discharge, by electronic transfer of wages to a paycard. In addition, to the extent permitted by applicable law, I hereby authorize Infinity Staffing to make all of my deposits and deposit adjustments, including those involving off cycle wage payments and wage payments upon discharge, to my paycard, and I authorize the bank where such funds are deposited to accept such deposits and make such adjustments. I acknowledge I have received a copy of the terms, conditions, and fees associated with using such paycard. This authorization shall remain in effect until fourteen (14) days after Infinity Staffing receives written notice from me terminating my authorization.

Direct Deposit Bank Account Information:

Account Type: Checking Savings Bank Name: _____

ABA/Routing #: _____ Account #: _____

Additional Information for Direct Deposit:

- You must provide a voided check (no deposit slips) or a letter from the bank on official letterhead verifying the ABA and account #. Incomplete or inaccurate information will not be processed.
- It is your responsibility to notify Payroll of any changes to/closure of your bank account. Failure to notify Payroll may delay issuance of checks.

By providing the information requested above and signing below, I hereby elect and consent to receive my wages via direct deposit. In addition, I hereby authorize Infinity Staffing on its own behalf and on behalf of its direct and indirect subsidiaries and affiliates, to make (electronically or otherwise) all deposits and deposit adjustments involving my pay, including those involving off cycle pay and pay upon discharge, to the account(s) identified above, and I authorize the bank(s) listed above to accept such deposits and make such adjustments. I also authorize Infinity Staffing, at its election, to pay any off cycle wage payments and wage payments due to me upon discharge by means of electronic transfer of funds to a paycard, or payroll check in the event the paycard option is unavailable. I acknowledge that a copy of the terms, conditions, and fees associated with using such paycard are available at my local Infinity Staffing office. These authorizations will remain in effect until Infinity Staffing receives written notice from me terminating my authorization.

Comments: _____

Employee Name (Print Name): _____ Date: _____

Employee Signature Authorizing Payment: _____

INFINITY STAFFING SERVICES, INC.

POLICY TO REPORT WORK RELATED INCIDENTS/INJURIES

1. Report all incidents/ injuries no matter how minor as soon as possible to your supervisor. You must also contact our personnel office directly at:

- Hollister (831)638-0360
- Morgan Hill (408)779-7100
- Gilroy (408)767-2904
- Los Banos (209)710-9515

*****Failure to report, can result in loss of benefits*****

2. The regulations of ARCH INSURANCE CO. (CLAIMS ADMIN. IS YORK RISK SERVICES) require that each person who is injured fill out a form describing how the injury occurred. If you fail to fill out and return form for whatever reason, the company will not pay any benefit to you until the report is received. The forms are in the personnel office, and are in English and Spanish.
3. If you go to any other medical facility or chiropractor without permission of Infinity Staffing or ARCH INSURANCE CO. (CLAIMS ADMIN. IS YORK RISK SERVICES (714- 620-1365), payments will be denied and will be your personal responsibility.
4. If after 60 days of your injury, you wish to change doctor, you must direct your request in writing to ARCH INSURANCE CO. (CLAIMS ADMIN. IS YORK RISK SERVICES) P.O. BOX 59914 RIVERSIDE, CA 95217.
5. If the doctor recommends you not work or he/ she indicates modified duties because of your work-related injury, you must call Infinity Staffing's personnel office immediately (8:00 a.m. to 5:00 p.m.). Your failure to report your work status can result in delay of your benefits.
6. **INFINITY STAFFING WILL ACCOMMODATE MODIFIED DUTIES WHEN AVAILABLE.**
7. **ALL INFINITY STAFFING EMPLOYEES WILL UNDERGO A POST ACCIDENT\INJURY DRUG TEST. FAILURE TO COMPLY WILL RESULT IN TERMINATION.**

Infinity Staffing has a Zero Tolerance Policy for Alcohol and Drugs. If you are found to be under the influence of Drugs or Alcohol during the course of employment, you will be terminated from your employment and removed from the premises.

I HAVE READ AND UNDERSTAND THE TERMS OF INFINITY STAFFING SERVICES INC.

X

Signature

Date



RELEASE AND AUTHORIZATION FORM

In accordance with my right to privacy, I have been advised by **INFINITY STAFFING** that the information described below is required to assist the same in making and employment advancement determination concerning me and that execution of this form is voluntary.

I hereby authorize any qualified agent bearing this document or a copy thereof, to obtain information from all personnel, education institutions, government agencies, to include The Department of Justice and The Youth Authority, companies corporations, worker's compensation information, law enforcement agencies or individuals relation to my past activities, to supply any and all information concerning my background and release same from any liability resulting from providing such information. The information received may include, but is not limited to academic, job performance attendance, personal history, financial record history, disciplinary, driving (DMV or MVR) records, and criminal or civil records. I understand that the information released is for consideration of my employment application, resume and possible for the purpose of determining my qualifications for future assignments.

I further hereby release any individual associated with the compilation of such information to include record custodians, directors, officer, agent, employees, if authorized representatives of the same, from any and all liability for damages of whatever kind of nature, which may at any time accrue to me on account of (1) reliance by such person on the information submitted in my employment applications: (2) reliance by such persons on the information obtained pursuant to this authorization: (3) compliance with, or any attempt to comply with, this authorization: and (4) termination of my employment based on information obtained after commencement thereof pursuant to validity of this authorization. If adverse action is taken based in whole or in part on the consumer report, we will provide to you a copy of the consumer report and summary of the consumer's rights as prescribe by the FCRA. This report will not be used in violation of any federal or state laws and /or equal employment opportunity laws or regulations.

I hereby certify that all the statements and answers set forth on this application form and documents signed are true and complete to the best of my knowledge, and I understand that if, subsequent to employment any of such statements and /or answer are found false or that information has been omitted, such false statement or omission will be just cause for termination of my employment.

I understand that I have a right to receive a copy of any consumer report created as a result of this release form, by Liberty Alliance Inc. I have also stated clearly in the boxes listed below as to my desire to receive that report from this company to which I am applying up its completion. The investigative consumer-reporting agency preparing the report(s) is Liberty Alliance, Inc, 22707 La Palma Ave, Yorba Linda, CA 92887, telephone (800) 630-2880. Their files are available for review by appointment, by certified mail or telephonically with proper identification.

PLEASE PRINT CLEARLY

SIGNATURE OF APPLICANT _____
PRINT FULL NAME (FIRST, MIDDLE & LAST NAME)

STREET ADDRESS _____
CITY, STATE & ZIP CODE _____
DATE

For purposes of gathering this information, I agree to supply the following information which may be required by law enforcement agencies and other entities for positive identification purposes in checking records. It is confidential and will not be used for any other purpose.

DATE OF BIRTH _____
DRIVERS LICENSE NUMBER _____
STATE _____
SOCIAL SECURITY NUMBER

LAST NAME AS IT APPEARS ON LICENSE

_____ Yes, I would like a copy of any investigative consumer report that is conducted by Liberty Alliance, Inc.
_____ No, I do not need a copy of any investigative consumer report that is conducted by Liberty Alliance, Inc.



Privacy Waiver and Pre-Employment Investigation Authorization

I declare under penalty of perjury that all statements I have made on this document, attachments hereto, or on my employment application, resume, or other supplementary materials are true and correct. I hereby authorize Infinity Staffing to verify the information given. To the full extent legally possible, I release Infinity Staffing, and its employees, as well as the organizations listed below and their employees from any claim or liability of any nature arising from such inquiry or the supplying of information thereto. I understand and agree that assignment and/or employment by Infinity Staffing is conditional upon the results of such inquiry and upon my execution of a proprietary information agreement.

Additionally, I hereby authorize Infinity Staffing to obtain an Investigative Consumer Report to verify the data I have supplied. The Fair Credit Reporting Act (United States Code, Title 15.1681a-1681n) and the Investigative Consumer Reporting Agencies Act (California Civil Code 1786-1786.56) require that we advise you if an investigative consumer report is requested, which provides applicable information concerning character, general reputation, personal characteristics and credit history. If it is necessary to request an investigative consumer report, you will be notified with three days of the request as required. Upon your written request, additional information as to the nature and scope of the report, if one is made, will be provided. This only applies to investigative consumer reports as defined in the Fair Credit Reporting Act and the Investigative Consumer Reporting Act and the Investigative Consumer Reporting Agencies Act.

Last Name: _____ First _____ MI _____
Drivers Lic. # _____ State _____ SS# _____

Residence History for the past seven years starting with current residence

Street Address _____ Unit# _____
City _____ State _____ Zip Code _____ Dates: From _____ to _____
Street Address _____ Unit # _____
City _____ State _____ Zip Code _____ Dates: From _____ to _____
Street Address _____ Unit # _____
City _____ State _____ Zip Code _____ Dates: From _____ to _____
Street Address _____ Unit # _____
City _____ State _____ Zip Code _____ Dates: From _____ to _____

I have read and understand the authorizations and waivers given above. I also understand that any information obtained as a result of the pre-assignment screening process may be shared with Infinity Staffing's customers(s) for the purpose of determining my eligibility for assignment and/or employment. I release and hold harmless Infinity Staffing's customers(s) and their directors, officers, stockholders and employees for the above uses of my personal information.

Signature: _____ Date: _____

**EMPLOYERS MUST PROVIDE THIS INFORMATION TO NEW WORKERS
WHEN HIRED AND TO OTHER WORKERS WHO ASK FOR IT**

**RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE,
SEXUAL ASSAULT AND STALKING**

Your Right to Take Time Off:

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.
- In general, you don't have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

Your Right to Be Free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

For more information, contact the California Labor Commissioner's Office. We can help you by phone at 213-897-6595, or you can find a local office on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If you do not speak English, we will provide an interpreter in your language at no cost to you. This Notice explains rights contained in California Labor Code sections 230 and 230.1. Employers may use this Notice or one substantially similar in content and clarity.



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between INFINITY STAFFING SERVICES, INC. (hereinafter "INFINITY") and _____ (hereinafter "EMPLOYEE").

Recitals

WHEREAS, INFINITY is the employer for EMPLOYEE at INFINITY;

WHEREAS, INFINITY is in the staffing business (the "Purpose") for its customers (hereinafter "CLIENTS");

WHEREAS, INFINITY and EMPLOYEE desire to enter into a confidentiality agreement regarding private records, confidential records, trade secret, and confidential documents with respect to those communications and records ("COMMUNICATIONS") between INFINITY, EMPLOYEE, and CLIENTS in regards to INFINITY and its CLIENTS, and

WHEREAS, in order to pursue the mutual Purpose, INFINITY and EMPLOYEE recognize that there is a need for EMPLOYEE to obtain, review and process INFINITY and CLIENTS' confidential information to be used only for the Purpose and a need for EMPLOYEE to protect INFINITY and CLIENTS' confidential information from unauthorized use and disclosure.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the association with INFINITY and EMPLOYEE, the parties hereto agree as follows:

1. Definition of Confidential Information

"Confidential Information" shall mean information relating to services or products or the business affairs of the INFINITY and CLIENTS of a proprietary or confidential nature, whether communicated orally or in writing, including by way of illustration and not limitation:

- (a) information concerning research and development activities;
- (b) manufacturing and processing techniques and know-how;
- (c) designs, drawings and formulae;
- (d) cost, profit and market information;
- (e) financial and other business information with respect to INFINITY and CLIENTS that INFINITY and CLIENTS has not made publicly available; customer business information, including services and products of INFINITY and CLIENTS ordered, prices and delivery schedules; and
- (f) any information disclosed to the INFINITY and CLIENTS by any third party which INFINITY and CLIENTS has agreed, or is otherwise obligated, to treat as confidential or proprietary.

2. Exclusions

EMPLOYEE, however, shall have no liability to the other party, under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- (a) has become generally known or available to the public without breach of this Agreement by the EMPLOYEE;
- (b) was known by the EMPLOYEE before receiving such information from INFINITY and CLIENTS;
- (c) has become known by or available to the EMPLOYEE from a source other than INFINITY and CLIENTS, without any breach of any obligation of confidentiality owed to INFINITY and CLIENTS, subsequent to disclosure of such information to it by INFINITY and CLIENTS;
- (d) has been disclosed to persons regularly employed by EMPLOYEE who have previously agreed in writing not to disclose such information or to use such information for any purpose other than to assist it to determine whether to pursue the Purpose;
- (e) has been independently developed by the EMPLOYEE without use of or reference to the Confidential Information by persons who had no access to the Confidential Information;
- (f) has been provided to the EMPLOYEE with a written statement that it is provided without restriction on disclosures; or
- (g) has been approved for release or use by written authorization of the INFINITY and CLIENTS.

3. Obligations of the EMPLOYEE

The EMPLOYEE acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with the proposed acquisition or other business relationship, of any of the Confidential Information. EMPLOYEE agrees:

- (a) to hold the Confidential Information in strict confidence;
- (b) not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by INFINITY and CLIENTS in writing;
- (c) to use all reasonable precautions, consistent with the EMPLOYEE's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- (d) not to make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by INFINITY and CLIENTS to EMPLOYEE except such as are necessary for the EMPLOYEE's internal communications in connection with the Purpose; and
- (e) not to use any Confidential Information for any purpose other than the Purpose.

4. Required Disclosures

EMPLOYEE may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the EMPLOYEE uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides INFINITY and CLIENTS a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

5. Return of Confidential Information

EMPLOYEE shall return all written material, photographs and all other documentation made available or supplied by INFINITY and CLIENTS to the EMPLOYEE, and all copies and reproductions thereof, on request.

6. Retention of Legal Rights

INFINITY and CLIENTS retains all rights and remedies afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

7. Injunctive Relief

EMPLOYEE acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to INFINITY and CLIENTS. Accordingly, the EMPLOYEE agrees that INFINITY and CLIENTS will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Term of Agreement

This Agreement applies to all Confidential Information that is disclosed by INFINITY and CLIENTS to the EMPLOYEE during the period that begins on the date set forth below and ends upon the termination of employment of EMPLOYEE by INFINITY or one year thereafter. The obligations of this Agreement will remain in effect for five years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

9. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth in writing signed by the parties hereto.

10. Governing Law

This Agreement shall be governed by the laws of the State of California.

11. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. Venue

Any legal action or legal proceeding relating to this Agreement shall be instituted in any state or federal court in Santa Clara County, California. The parties agree to submit to the jurisdiction of and agree that venue is proper in the aforesaid courts in any such action or proceeding.

13. Severability

If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, the remaining part shall not be affected thereby, and the illegal, unenforceable or invalid parts shall be deemed not to be a part of this Agreement.

14. Attorney Fees and Costs

In the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action. It is further agreed that the prevailing party shall be entitled to an award or reasonable attorneys' fees and costs incurred in collecting any judgment which results from any proceeding brought to enforce the terms of this Agreement.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement and the Parties hereto will accept facsimile copy of each other's signature as if original.

16. Joint Effort

The parties agree that they mutually drafted this Agreement and as such, any ambiguity regarding this Agreement shall not be construed or interpreted against any one party.

17. Authority

Each signatory to the Agreement who signs on behalf of another entity hereby warrants that he or she has authority on behalf of said person or entity and any person covered by the Agreement.

18. Integration

This Agreement sets forth the entire Agreement between the parties thereto and supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained herein or separately agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 20__.

Infinity Staffing Services, Inc.

Employee

Signature

Signature

Name

Name

Position