



GOLDEN CORRAL CORPORATION CO-WORKER APPLICATION FOR EMPLOYMENT

DATE: _____

THE ENTIRE APPLICATION AND THE ARBITRATION AGREEMENT MUST BE COMPLETED PRIOR TO BEING CONSIDERED FOR EMPLOYMENT.

Making Pleasurable Dining Affordable®

Applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, sexual orientation or veteran status, or presence of a non-job related medical condition.

LAST NAME	FIRST NAME	MIDDLE NAME	PHONE NUMBER

STREET ADDRESS	CITY	STATE	ZIP CODE

POSITION(S) APPLIED FOR	AVAILABILITY	REFERRAL SOURCE
<input type="checkbox"/> Baker <input type="checkbox"/> Line Person <input type="checkbox"/> Buffet Attendant <input type="checkbox"/> Meat Cutter <input type="checkbox"/> Grill Cook <input type="checkbox"/> Prep Person <input type="checkbox"/> Display Cook <input type="checkbox"/> Server <input type="checkbox"/> Hot Cook <input type="checkbox"/> Utility Person <input type="checkbox"/> Host/Cashier <input type="checkbox"/> Other _____	<input type="checkbox"/> 25+ hours/week <input type="checkbox"/> Less than 25 hours/week Are there any times of day or days of the week you would be unavailable to work? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please explain: _____ _____	<input type="checkbox"/> Advertisement <input type="checkbox"/> Relative <input type="checkbox"/> Walk-In <input type="checkbox"/> Job Fair <input type="checkbox"/> Friend _____ <input type="checkbox"/> Agency _____ <input type="checkbox"/> Other _____

Are you able to perform the essential functions of the position with or without accommodations? (Yes / No)

	YES	NO
Are you a U.S. Citizen or otherwise authorized to work in the United States?	<input type="checkbox"/>	<input type="checkbox"/>
Are you over the age of 18?	<input type="checkbox"/>	<input type="checkbox"/>
If under 18, can you furnish a work permit?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been employed at a Golden Corral® restaurant before?	<input type="checkbox"/>	<input type="checkbox"/>
Dates: _____ Location: _____ Position: _____		
Have you ever been convicted of, pled no contest to, or are you now subject to a charge of any felony, or a misdemeanor involving sale of drugs, violence, sexual assault, fraud, or embezzlement?	<input type="checkbox"/>	<input type="checkbox"/>
A charge or conviction will not necessarily disqualify you from employment. If yes, please explain: _____		

IN CASE OF EMERGENCY, NOTIFY:

Name: _____ Phone: _____ Relationship: _____

Address: _____

PLEASE COMPLETE AND SIGN THE REVERSE SIDE

INSTRUCTIONS TO MANAGERS

1. Have applicant fill out entire application for employment.
2. Place the application and signed Arbitration Agreement in the Co-worker's personnel file.
3. Give applicant yellow copy of Arbitration of Certain Disputes document.

Start with your present or last job. Include part-time, military service assignment, and volunteer activities.
 If currently employed, may we contact your present employer? YES NO

1.	Employer	Phone ()	DATES EMPLOYED	
			FROM	TO
	Address			
	Job Title		HOURLY RATE	
	Supervisor		STARTING	FINAL
Reason for Leaving				
2.	Employer	Phone ()	DATES EMPLOYED	
			FROM	TO
	Address			
	Job Title		HOURLY RATE	
	Supervisor		STARTING	FINAL
Reason for Leaving				
3.	Employer	Phone ()	DATES EMPLOYED	
			FROM	TO
	Address			
	Job Title		HOURLY RATE	
	Supervisor		STARTING	FINAL
Reason for Leaving				

EDUCATION	Name and Location	Degree Acquired	Course of Study
	High School:		
	College/University/Technical School:		
	Other:		

APPLICANT'S STATEMENT

I certify that the answers provided in this application are true and correct to the best of my knowledge. I authorize Golden Corral Corporation (GCC) to verify any or all of this information as necessary to the employment decision, and release GCC, its officers, agents and employees with respect to this verification. I also authorize any person or company to provide GCC with information related to my prior employment, personal references or as necessary to verify the information I have provided, and release each person providing information to GCC from liability in connection with such information. I understand that if I am employed, my continued employment will at all times be subject to the policies and procedures of GCC, which may be changed by GCC at any time, and that my employment may be terminated at any time by me or GCC with or without cause. I understand that if any of the information I have provided in connection with my application is untrue, I may be terminated.

Applicant signature: _____
 I agree to the statement above Date _____

FOR COMPANY USE ONLY	
Interviewed by: _____	Employment Verified 1. _____ 2. _____
<input type="checkbox"/> I-9 Completed	Date Hired _____ Starting Pay _____ Position _____



GOLDEN CORRAL CORPORATION ARBITRATION AGREEMENT

The following Arbitration Agreement is a term and condition of employment:

In consideration of Golden Corral Corporation (the "Company") considering your application for employment, agreeing to employ you and/or continuing to employ you, and of the mutual promises set forth herein, you and the Company and your and its representatives, successors, and assigns (i) agree that all claims relating to your recruitment, employment with, or termination of employment from the Company shall be deemed waived unless submitted to final and binding arbitration in accordance with the rules of the arbitration provider and (ii) in the event that either party files, and is allowed by the courts to prosecute, a court action on such claim, the plaintiff in such action agrees not to request, and hereby waives his, her, or its right to a trial by jury. You acknowledge and agree that until notified otherwise, the Company has selected the American Arbitration Association as its preferred arbitration provider.

The Company and you (and its and your representatives, successors, and assignees) further agree that, in the event that either seeks relief in a court of competent jurisdiction for a dispute covered by this Agreement, the other may, at any time within 60 days of the service of the complaint, require the dispute to be arbitrated, and that the decision and award of the arbitrator shall be final binding, and enforceable in the courts.

This pre-dispute resolution agreement covers all matters directly or indirectly related to your recruitment, employment, or termination of employment by the Company, including, but not limited to, alleged violations of Title VII of the Civil Rights Act of 1964, sections 1981 through 1988 of Title 42 of the United States Code and all amendments thereto, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Americans with Disabilities Act of 1990 ("ADA"), the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefits Protection Act of 1990 ("OWBPA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and any and all claims under federal, state, and local laws against discrimination, but excluding Worker's Compensation Claims for benefits pursuant to state law applicable to you unless the Company has elected to reject coverage under such state law regarding workers' compensation benefits and has adopted a substitute plan permitted by law to afford benefits for workplace injuries which plan does not establish an arbitration procedure.

You may wish to consult an attorney regarding this arbitration agreement. However, your employment will nevertheless remain at all times subject to and conditioned upon your participation in this arbitration procedure regardless of whether you sign a copy of this form.

I acknowledge that I have been given a copy of Golden Corral Corporation's company policy regarding arbitration for certain disputes enclosed in this application and have read and understand the Arbitration Agreement and related company arbitration policy. I knowingly and voluntarily agree that I will submit any claim to mandatory and binding arbitration in accordance with these rules as a condition of my application for and/or acceptance of employment.

Applicant Signature _____ Date: _____



EQUAL EMPLOYMENT OPPORTUNITY

Golden Corral Corporation is committed to our policy to provide equal employment opportunities for all applicants and Co-Workers, regardless of race, religion, color, sex, national origin, ancestry, age, marital status, sexual orientation, disability, or veteran status. We base all of our hiring and employment decisions on job-related qualifications.

This Equal Employment Opportunity policy extends to all areas of our employment practices, including recruiting, hiring, training, promotion, pay, benefits, and company-sponsored educational, social, and recreational programs.

HARASSMENT AND DISCRIMINATION

All employees should enjoy a work atmosphere free from all forms of harassment or discrimination based on race, religion, color, sex, national origin, ancestry, age, marital status, sexual orientation, disability, or veteran status. Harassment or discrimination infringes on an employee's right to a comfortable work environment. It also undermines the integrity of the employment relationship. No employee, male or female, should be subjected to harassment or discrimination by managers, supervisors or Co-workers, or from persons doing business with Golden Corral® Restaurants.

It is expressly forbidden for any employee, male or female, to engage in harassment or discrimination described above in violation of this policy. This specifically includes any form of sexual harassment. Sexual harassment includes making any unwanted or unwelcome sexual advances, requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature which a reasonable person would find offensive and which affects an applicant's or employee's employment opportunities or creates an intimidating, hostile or offensive work environment.

ARBITRATION OF CERTAIN DISPUTES

(Pages 5-8 to be given to Applicant)

Golden Corral Corporation (the "Company") has adopted a **mandatory company policy** requiring that you comply with the following arbitration requirements.

Arbitration Requirement

All claims or disputes described below that cannot otherwise be resolved between the Company and you are subject to **final and binding** arbitration. **This binding arbitration is the only method for resolving any such claim or dispute.**

Claims Covered By This Arbitration Requirement

This arbitration requirement applies to:

- any legal or equitable claim or dispute relating to enforcement or interpretation of the arbitration provisions in an Arbitration Acknowledgement form or otherwise under this arbitration requirement; and
- any legal or equitable claim by or with respect to you directly or indirectly related to your recruitment, employment, or termination of employment by the Company, including, but not limited to, any claims for assault, battery, negligent hiring/training/supervision/retention, emotional distress, retaliatory discharge, or violation of any other non-criminal federal, state or other governmental common law, statute, regulation or ordinance in connection with a job-related claim, regardless of whether the common law doctrine was recognized or whether the statute, regulation or ordinance was enacted before or after the effective date of this arbitration requirement, alleged violations of Title VII of the Civil Rights Act of 1964, sections 1981 through 1988 of Title 42 of the United States Code and all amendments thereto, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Americans with Disabilities Act of 1990 ("ADA"), the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefits Protection Act of 1990 ("OWBPA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and any and all claims under federal, state, and local laws against discrimination, but excluding Worker's Compensation Claims for benefits pursuant to state law applicable to you unless the Company has elected to reject coverage under such state law regarding workers' compensation benefits and has adopted a substitute plan permitted by law to afford benefits for workplace injuries which plan does not establish an arbitration procedure.

This includes all claims listed above that you have now or in the future against the Company, its officers, directors, owners, employees, representatives, agents, subsidiaries, affiliates, successors, or assigns. This does not, however, include any legal or equitable claim under ERISA for benefits, fiduciary breach, or other problem or relief solely relating to benefits payable under this Plan.

The determination of whether a claim is covered by these provisions will also be subject to arbitration under this arbitration requirement. **Neither you nor the Company will be entitled to a**

*** DOCUMENT TO BE GIVEN TO APPLICANT**

bench or jury trial on any claim covered by this arbitration requirement. This arbitration requirement applies to all employees and applicants for employment without regard to whether they have completed and signed an Arbitration Acknowledgement form. These provisions also apply to any claims that may be brought by your spouse, children, beneficiaries, representatives, executors, administrators, guardians, heirs or assigns. This binding arbitration will be the sole and exclusive remedy for resolving any such claim or dispute.

Required Notice of All Claims

When you seek arbitration, you must give written notice of any claim to the other party and file such claim with the American Arbitration Association (“AAA”) within the earlier of (1) three hundred (300) days after the day the act complained of occurred, (2) ninety (90) days after the date of an administrative agency issuing a notice of a right to sue provided a claim was filed with such agency within the period required under the law or (3) the period of the applicable statute of limitations. The day the act complained of occurred will be counted for purposes of determining the applicable period.

You must file such claim either through an online filing procedure established by AAA or by sending written notice in triplicate to AAA, Attention: Regional Claims Administrator, at the regional office of AAA in your state or in the State of North Carolina. Online filing can be made at <http://www.adr.org/FileACase>.

You must also send written notice to the Company, in care of the Legal Department, Golden Corral Corporation, P.O. Box 29502, Raleigh, North Carolina 27626 including a copy of the claim or notice filed with AAA. If the Company wishes to invoke arbitration, it will give notice to you at the last address recorded in your personnel file.

The party requesting arbitration must identify and describe the nature of all claims asserted and the facts on which the claims are based. This written notice must be sent certified or registered mail, return receipt requested, or by a recognized delivery service providing evidence of delivery.

Upon prior written request, the Company will consider your written request to submit any such claim to arbitration before an alternate arbitrator with substantial qualifications as an arbitrator and will not unreasonably refuse a request to an alternate nationally recognized independent arbitration service provider other than AAA provided such provider has in place established standards for the certification and independence of arbitrators; provided that in any such case such arbitrator shall be required to apply the substantive law (and the laws of remedies) of the State (other than a State Arbitration Act or law), or federal law, or both, depending upon the claims asserted. The arbitrator must also provide brief findings of fact and conclusions of law and provide for rules and procedures substantially similar to those established by AAA.

Arbitration Procedures

Any arbitration under this arbitration requirement will be administered by the American Arbitration Association (“AAA”) under its then-current National Rules for the Resolution of Employment Disputes (except to the extent that a different rule is set forth herein) before an arbitrator from the AAA (unless you and the Company have agreed to an alternate arbitration service in the manner described above, in which case the rules of such arbitration service shall apply). The arbitrator selected by the parties in accordance with those rules shall be an attorney licensed to practice in

the State in which the employee was employed at the time the act or event giving rise to such claim occurred (the “State”), with experience in labor and employment litigation. If the arbitrator so selected becomes unable to serve for any reason, the parties shall again go through the same selection process. The arbitrator will apply the substantive law (and the laws of remedies) of the State (other than a State Arbitration Act or law), or federal law, or both, depending upon the claims asserted. The arbitrator will provide brief findings of fact and conclusions of law. All decisions rendered by an arbitrator under this arbitration requirement will be kept confidential by all parties, and will not serve as binding, legal precedent with respect to subsequent claims or disputes brought under this arbitration requirement.

Payment of Fees and Expenses

- The AAA filing fee is established by AAA as arbitration services may vary. Your share of this cost with AAA is \$125 and must be paid when you submit a request for arbitration. The Company will pay all amounts in excess of \$125. (The Company may adjust the amount of such fee payable by you to reflect increases in the amount charged by AAA and based on the rate of inflation, but will notify you of such change in advance through electronic or written notice.) The Company will then pay the remainder of the AAA filing fee, or a similar amount if filed with any other service. The Company will also pay all of the arbitrator’s fee and any other AAA administrative expenses or a substantially similar amount under any other arbitration service; provided, however that you may elect to also pay up to one-half of these fees and expenses.
- If the arbitrator finds completely in your favor on all claims, the Company will reimburse you for your share of the filing fee.
- If the Company requests arbitration (by means other than a motion in court to compel arbitration), you will pay no portion of the AAA or arbitrator fees.
- Either party may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings;
- Each party will also be responsible for their own attorney’s fees, if any. However, if any party prevails on a statutory claim which allows the prevailing party to be awarded attorney’s fees, or if there is a written agreement providing for such fees, the arbitrator may award reasonable attorney’s fees to the prevailing party;
- Notwithstanding the above provisions, the arbitrator will assess the AAA filing fee, arbitrator fees and expenses, and attorney’s fees against a party upon a showing by the other party that the first party’s claim is frivolous, or unreasonable, or factually or legally groundless; and
- If either party pursues a claim covered by this arbitration requirement by any means other than arbitration, the responding party will be entitled to dismissal of such action, and the recovery of all costs and attorney’s fees and expenses related to such action.

Interstate Commerce

The Company is engaged in transactions involving interstate commerce (for example, purchasing goods and services from outside of each state in which the Company operates which are shipped to such state, and providing goods and services to customers from other states) and your employment involves such commerce. The Federal Arbitration Act will govern the interpretation,

enforcement, and proceedings under this arbitration requirement. Unless contrary to applicable law, any lawsuits challenging the validity or enforceability of these provisions, seeking to compel arbitration under these provisions, seeking to enforce or vacate an arbitration award, or otherwise related to this arbitration requirement shall be brought in the United States District Court for the District and State in which the event which gave rise to the claim submitted to arbitration occurred.

Binding Effect

This arbitration requirement for resolving claims by final and binding arbitration is equally binding upon, and applies to any claims related to employment by the Company, or consideration by the Company of an application for employment, including all of the terms, benefits and conditions of such employment, excluding only claims that may be brought by an employee for workers compensation of similar benefits administered under any state-regulated workers compensation program, that may be brought by, the Company, all applicants for employment and all employees, including you and your spouse, children, beneficiaries, representatives, executors, administrators, guardians, heirs or assigns. This binding arbitration will be the sole and exclusive remedy for resolving any such claim or dispute. **This arbitration requirement applies to all participants without regard to whether they have completed and signed an Arbitration Acknowledgement form.** Adequate consideration for this arbitration requirement is represented by, among other things, the Company undertaking actions necessary to consider your employment, and, if hired, your actual employment by the Company and the benefits derived from such employment and the fact that this arbitration requirement is mutually binding on both the Company and you. This arbitration requirement will remain in effect with respect to the Company and you even if you do not commence employment or your employment with the Company is voluntarily or involuntarily terminated. **This arbitration provision is included in this information strictly as a matter of convenience in documentation. This arbitration requirement in no way changes the “at will” employment status of any participant not covered by a collective bargaining agreement.**

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS ARBITRATION REQUIREMENT. HOWEVER, YOUR EMPLOYMENT WILL NEVERTHELESS REMAIN AT ALL TIMES SUBJECT TO AND CONDITIONED UPON YOUR PARTICIPATION IN THIS ARBITRATION PROCEDURE REGARDLESS OF WHETHER YOU SIGN AN AGREEMENT ACCEPTING THIS PROCEDURE.