

# PRE-EMPLOYMENT APPLICATION

Our company is an equal opportunity employer and considers all applicants equally without regard to race, sex, age, color, religion, national origin, veteran status, or disability as provided in The Americans with Disability Act. This application will be given every consideration, but it's receipt does not imply the applicant will be employed. Each question must be answered completely and accurately before any action on it can be taken.

## PERSONAL INFORMATION

NAME	Miles	Joseph	Daniel	SOCIAL SECURITY NUMBER	450-85-5151	CURRENT DRIVER'S LICENSE #	22303210	TYPE OF LICENSE	C	STATE	TX	
	LAST	FIRST	MIDDLE									
PRESENT ADDRESS	1409 E. Rosebud Ave			APT. NO.		CITY	Victoria	STATE	TX	ZIP CODE	77901	
PERMANENT ADDRESS	1409 E. Rosebud Ave.			APT. NO.		CITY	Victoria	STATE	TX	ZIP CODE	77901	
ARE YOU 18 YEARS OR OLDER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			PHONE NO.	(979) 204-3775							
IN CASE OF EMERGENCY NOTIFY	Jeanne Miles			STREET	1409 E. Rosebud Ave.		CITY	Victoria	STATE	TX	ZIP CODE	77901
	NAME	STREET	CITY	STATE	ZIP CODE	PHONE NO.		(361) 205-2926				

ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED IN THIS COUNTRY BECAUSE OF VISA OF IMMIGRATION STATUS?

☐ YES ☒ NO

## EMPLOYMENT DESIRED

POSITION	Parts Counter	FULL TIME <input checked="" type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER OR TEMPORARY <input type="checkbox"/>	DATE YOU CAN START	immediately	SALARY DESIRED	\$26/hour
ARE YOU EMPLOYED NOW?	Yes		IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER	No		
EVER APPLIED TO THIS COMPANY BEFORE?	No		WHERE?	WHEN?		
EVER WORKED FOR THIS COMPANY BEFORE?	No		WHERE?	WHEN?		
REASON FOR LEAVING						
NAME OF LAST SUPERVISOR AT THIS COMPANY?						

WHO REFERRED YOU TO THIS COMPANY?

☐ EMPLOYMENT AGENCY ☐ NEWSPAPER ADVERTISEMENT ☐ OTHER  
☐ STATE EMPLOYMENT OFFICE ☐ COLLEGE PLACEMENT SERVICE ☐ WALKED IN ☒ FRIEND

## EDUCATION

SCHOOL LEVEL	NAME & ADDRESS OF SCHOOL	YEARS ATTENDED	DID YOU GRADUATE?	AWARDS RECEIVED	SUBJECTS STUDIED
GRAMMER LEVEL					
HIGH SCHOOL	Gregory-Portland High School	2001-2005	Yes		
COLLEGE					
TRADE BUSINESS OR CORRESPONDENCE SCHOOL					

## GENERAL

SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK:	
IF YOU DID NOT GRADUATE HIGH SCHOOL OR COLLEGE EXPLAIN:	
SPECIAL SKILLS:	
CAN YOU TYPE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO; IF YES <u>80</u> W.P.M.	
DESCRIBE COMPUTER SKILLS & EXPERIENCE:	Proficient with Microsoft Programs
ARE YOU WILL TO RELOCATE?	Yes

**FORMER EMPLOYER (LIST BELOW LAST THREE EMPLOYERS, STARTING WITH LAST ONE FIRST)**

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER Rush Truck Center 4501 US Hwy 59 N Victoria, TX 77905  
 STARTING DATE 09 2019 LEAVING DATE 12 2022  
MONTH YEAR MONTH YEAR  
 WEEKLY STARTING SALARY 900\$ /week + commission  
 JOB TITLE Parts Counter  
 NAME AND TITLE OF SUPERVISOR Robert Wishert - Parts Manager  
 DESCRIPTION OF WORK look up/research/bill/pull parts for customers REASON FOR LEAVING Management has not kept promises regarding pay  
 WERE YOU EVER DISCIPLINED OR WARNED FOR ABSENTEEISM OR TARDINESS ☐ YES ☒ NO; IF YES EXPLAIN

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER Performance Truck 7301 US HWY 59 N Victoria TX 77905  
 STARTING DATE 09 2017 LEAVING DATE 09 2019  
MONTH YEAR MONTH YEAR  
 WEEKLY STARTING SALARY \$560 /week  
 JOB TITLE Inventory Control  
 NAME AND TITLE OF SUPERVISOR Jason Fonville  
 DESCRIPTION OF WORK receiving/managed obs. + freight ordering REASON FOR LEAVING Had an opportunity to move to the Counter with Rush  
 WERE YOU EVER DISCIPLINED OR WARNED FOR ABSENTEEISM OR TARDINESS ☐ YES ☒ NO; IF YES EXPLAIN

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER Results Company Corpus Christi, TX  
 STARTING DATE 01 2017 LEAVING DATE 09 2017  
MONTH YEAR MONTH YEAR  
 WEEKLY STARTING SALARY \$400  
 JOB TITLE Customer Service Rep.  
 NAME AND TITLE OF SUPERVISOR  
 DESCRIPTION OF WORK Helped customers with insurance questions REASON FOR LEAVING Had an opportunity to get back into Truck Parts business  
 WERE YOU EVER DISCIPLINED OR WARNED FOR ABSENTEEISM OR TARDINESS ☐ YES ☒ NO; IF YES EXPLAIN

Would you be willing and able to perform all of the essential job functions on the ATTACHED LIST required by the job you are applying for?

☒ YES ☐ NO

If not, explain which tasks \_\_\_\_\_

Have you filed any type of fraudulent claim against any of your present or past employers?

☐ YES ☒ NO

If yes, explain \_\_\_\_\_

Will you abide by the safety rules of this company?

☒ YES ☐ NO

Have you ever been disciplined for violating company safety rules or regulations?

☐ YES ☒ NO

If yes, explain \_\_\_\_\_

How many days of work (or school) have you missed in the last two years? 5

How many times have you been late for work (or school) in the last two years? 3



**REFERENCE GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU AND WHO ARE NOT PRIOR EMPLOYERS WHOM YOU HAVE KNOWN 1 YEAR**

NAME	HOME ADDRESS	HOME PHONE #	BUSINESS ADDRESS	BUSINESS PHONE	YEARS ACQUAINTED
Patrick Mikulenk		361-649-1445	7301 US Hwy 59 N. Victoria, TX 77905	(361) 827-7335	5
Ed Hull		281-610-4871	7575 N. Highway 6 Baytown, TX 77707	(979) 778-3640	14
Wesley Pohmeyer		361-781-4080		(361) 781-4080	3

**SERVICE RECORD**

BRANCH OF SERVICE

DISCHARGE DATE  
RANK

PRESENT MEMBERSHIP IN  
NATIONAL GUARD OR RESERVES

DATE  
OBLIGATION ENDS

**SPECIAL QUESTIONS**

**DO NOT ANSWER ANY OF THE QUESTIONS IN THIS FRAMED AREA UNLESS THE EMPLOYER HAS CHECKED A BOX PROCEEDING A QUESTION.**

A CHECKED BOX INDICATES THE INFORMATION IS REQUIRED FOR A BONA FIDE OCCUPATIONAL QUALIFICATION OR DICTATED BY NATIONAL SECURITY LAWS OR IS NEEDED FOR OTHER LEGALLY PERMISSIBLE REASON.

- ☒ HEIGHT FEET 5 INCHES 7
- ☒ ARE YOU A U.S. CITIZEN? YES ☒ NO ☐
- ☒ ARE YOU ABLE TO PERFORM EACH OF THE ESSENTIAL JOB FUNCTIONS ON THE ATTACHED LIST WITH OR WITHOUT AN ACCOMMODATION? YES ☒ NO ☐
- ☒ **PLEASE SEE THE ATTACHED LIST OF ESSENTIAL JOB FUNCTIONS**

FOR EACH FUNCTION YOU CAN ONLY PERFORM WITH REASONABLE ACCOMMODATION, EXPLAIN HOW YOU WOULD PERFORM EACH FUNCTION THE TASKS, AND WITH WHAT ACCOMMODATION?

A.

B.

C.

- ☒ WHAT FOREIGN LANGUAGES TO YOU SPEAK FLUENTLY? \_\_\_\_\_ READ FLUENTLY? \_\_\_\_\_ WRITE FLUENTLY? \_\_\_\_\_

- ☒ HAVE YOU BEEN CONVICTED OF ANY CRIME (EXCLUDING MINOR TRAFFIC), INCLUDING DWI OR DUI. (ANSWERING "YES" WILL NOT BE AN AUTOMATIC BAR TO EMPLOYMENT) YES \_\_\_\_\_ NO ☒

IF "YES" STATE: LOCATION \_\_\_\_\_ OFFENSE \_\_\_\_\_ DATE: \_\_\_\_\_ DISPOSITION: \_\_\_\_\_

ADDITIONAL EXPLANATION: \_\_\_\_\_

**NOTICE TO APPLICANT INITIAL EACH BOX TO ACKNOWLEDGE RECEIPT OF NOTICE**

☒ I understand and agree that I may be required to take one or more physical examinations: lie detector test(s) as a condition of hiring or continued employment. I agree to consent to take such test(s) as such time as designated by the Company and to release the Company's directors, officers, agents or employees from any claim arising in connection with the use of such test(s)

☒ I have been advised and I understand that the taking of drug and alcohol tests given according to Company policy are conditions of the condition of any employment offered to me. I acknowledge that refusal to take the same when asked will be grounds for immediate termination.

☒ I have been advised that if I am offered a job I may be required to take drug and medical tests and I agree to do so if requested.

☒ I have been advised that lie detector tests, as a condition of hiring or continued employment, are prohibited by law, but may be used in situations where employers have evidence that an employee is involved in theft, fraud or other crime if all requirements of the Polygraph Protection Act of 1988 are met.

## Essential Physical Job Functions

### All Administrative Employees Must Be Able To:

- remain in a stationary, seated position for at least 2 continuous hours per day
- communicate and exchange accurate information
- operate a computer
- ascend and descend stairs
- frequently reach, bend, push and pull
- frequently lift up to 5 lbs and infrequently lift between 10-25 lbs
- stand and walk for up to 2 hours per day

### II Parts Employees Must Be Able To:

- stand and walk for up to 4 continuous hours per day
- remain in a stationary, seated position for up to 4 continuous hours per day
- traverse the department and/or dealership for up to 6 continuous hours per day
- lift up to 50 lbs
- frequently reach, bend, push and pull
- ascend and descend stairs and move items up to 25 lbs
- ascend and descend a ladder and move up to 10 lbs
- move items up to 50 lbs
- communicate and exchange accurate information
- inspect and recognize
- operate a computer

### All Service & Body Shop Employees Must Be Able To:

- remain in a stationary, seated position for up to 2 hours per day
- stand and walk for up to 4 hours per day
- frequently lift 5-20 lbs and occasionally lift 25-50 lbs
- occasionally drive vehicles with manual transmissions
- frequently reach, bend, push and pull
- perform multiple tasks of fine manipulation
- inspect and recognize
- operate a computer
- communicate and exchange accurate information
- ascend and descend stairs and move items up to 25 lbs ascend and descend a ladder and move up to 10 lbs

### All Sales Employees Must Be Able To:

- remain in a stationary, seated position for at least 2 continuous hours per day
- stand and walk for up to 4 hours per day
- communicate and exchange accurate information
- operate a computer
- frequently reach, bend, push and pull
- operate a vehicle with a manual transmission
- frequently climb in and out of heavy-duty trucks

### All Information Technology Employees Must Be Able To:

- remain in a stationary, standing position for at least 2 continuous hours per day
- communicate and exchange accurate information
- operate a computer
- ascend and descend stairs
- frequently reach, bend, push and pull
- frequently lift up to 5 lbs and infrequently lift between 10-25 lbs
- stand and walk for up to 2 hours per day

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### AUTHORIZATIONS

"I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE. I UNDERSTAND THAT IF ANY FALSE OR MISLEADING INFORMATION, OMISSION, OR MISREPRESENTATION IS DISCOVERED, MY APPLICATION MAY BE REJECTED AND, IF I AM EMPLOYED, MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME. BY SIGNING BELOW, I AUTHORIZE THE COMPANY TO SEEK FROM MY PRIOR EMPLOYERS AND MY PRIOR EMPLOYERS TO RELEASE INFORMATION ABOUT MY PRIOR EMPLOYMENT.

IF EMPLOYMENT IS OFFERED TO ME, I AGREE TO CONFORM TO AND FOLLOW ALL THE COMPANY'S RULES AND REGULATIONS. I ALSO AGREE ANY EMPLOYMENT OFFERED TO ME WILL BE "AT WILL AND MY EMPLOYMENT AND COMPENSATION CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME, BY EITHER ME OR THE COMPANY. I ALSO UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF MY EMPLOYMENT MAY BE CHANGED, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE, AT ANY TIME BY THE COMPANY. I UNDERSTAND THAT NO COMPANY REPRESENTATIVE, OTHER THAN ITS PRESIDENT, AND THEN ONLY WHEN IN WRITING AND SIGNED BY THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO ANY OF THE FOREGOING.

DATE

SIGNATURE

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**Shepherd**  
INSURANCE

Commercial  
Personal  
Benefits  
Financial

## MVR REQUEST

Submit the information requested below on ALL "new" and/or "prospective" employees. Mail or fax the request to the above address or fax number. You will be advised if the individual is insurable.

Name of Dealership: SelecTransportation Resources, LLC  
Address: 9550 North Loop East  
Date: \_\_\_\_\_ Fax # 713-588-1820 Phone # 713-580-8126  
Contact person to receive information on MVR: Human Resources - hr@strhouston.com

## AUTHORIZATION TO RELEASE "MOTOR VEHICLE REPORT"

To be completed by current/prospective employee.

Individual's Full Name: Miles Last Joseph First Daniel Middle  
Date of Birth: 07/04/87 Driver's License #: 22303210 State: TX  
MM/DD/YY

☐ Employee ☒ Prospective Employee Job Description: Parts

### Check appropriate response for each question:

Are you furnished a company auto for your personal use?  
If so, will it be driven by anyone under 25 years of age?  
Have you ever been denied a driver's license or had one suspended/revoked?  
Have you had any moving, traffic violations in the past 3 years?  
Have you had any auto accidents in the past 3 years?

Yes	No
_____	<u>X</u>
_____	<u>X</u>
_____	<u>X</u>
_____	<u>X</u>
_____	<u>X</u>

IF THE ANSWER TO ANY QUESTION WAS "YES", GIVE DATES AND DETAILS:

I hereby grant permission for Shepherd Insurance to secure my Motor Vehicle Report (MVR) to determine my "driving" insurability under the automobile policy of the above named dealership (company). I also affirm that the statements made above are stated truthfully and without reservation. I understand that my MVR is likely to contain my driving record, including a record of arrests for driving offenses, and that Shepherd Insurance will let my employer know (by a yes/no) if I am eligible as a driver on my employer's Commercial Auto policy. Additionally, I understand that the contents of my MVR may be used to underwrite Company's commercial insurance.

[Signature] (Signature of current/prospective employee) 1409 E. Rosebud Ave (Address)  
Victoria, TX 77901 (City, State) 12/8/22 (Date)

### SHEPHERD USE ONLY

Following to be completed by Shepherd: ☐ Insurable ☐ Not Insurable ☐ No MVR record for information provided

\_\_\_\_\_  
(Team MVR Reviewer) (Date)

☐ Comments \_\_\_\_\_

# SELECTTRANSPORTATION RESOURCES, LLC. WILL OBTAIN A CONSUMER REPORT

## EXPLANATION & DISCLOSURE OF INTENT

**SELECTTRANSPORTATION RESOURCES, LLC.** utilizes a Consumer Reporting Agency (CRA) to conduct public records searches for information such as criminal history. Such information is considered a Consumer Report under the Fair Credit Reporting Act. The Cole Group, the CRA, will assist you in procurement of this job opportunity by providing to **SELECTTRANSPORTATION RESOURCES, LLC.** verification of your background.

To accomplish this, you need to authorize and request that The Cole Group release all information in its files and to contact any or all of the following information sources: courts, law enforcement agencies, correctional facilities, jails, Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and all other government public record repositories.

## AUTHORIZATION, CONSENT & REQUEST

By signing below, you are consenting to the following:

I CONSENT to and REQUEST that The Cole Group create a Consumer Report and make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for **SELECTTRANSPORTATION RESOURCES, LLC.** I understand and agree that The Cole Group and **SELECTTRANSPORTATION RESOURCES, LLC.** have a PERMISSIBLE PURPOSE and may now, or at any time in the future if I obtain this job, make inquiries concerning my criminal history and other public records information maintained by law enforcement and government records repositories. I further request that the results of these inquiries be communicated to and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand such information will not be utilized to violate state or federal equal opportunity law.



Signature



date

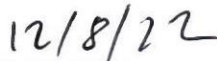
## NOTICE & RIGHTS

NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope to insure proper and accurate return of information.

By signing below you ACKNOWLEDGE your understanding of these disclosures, that you may contact The Cole Group, and that you have been provided a copy of your rights under the Fair Credit Reporting Act:



Signature



date



## SELECTTRANSPORTATION RESOURCES, LLC.

### PURPOSE OF THE COLE GROUP

The Cole Group will assist you in procurement of this job opportunity by providing to **SELECTTRANSPORTATION RESOURCES, LLC.** verification of your background, job skills, work history, experience, and dependability.

### CONSENTS & REQUESTS


I consent to and request that The Cole Group make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for **SELECTTRANSPORTATION RESOURCES, LLC.** I understand and agree that The Cole Group may now, or at any time in the future if I obtain this job, make inquiries concerning my past employment history (to include pay, attendance, dates of employment, and reasons for leaving); education; financial responsibility; driving records including Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and criminal history. I further request that the results of these inquiries be communicated to **SELECTTRANSPORTATION RESOURCES, LLC.** and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand that The Cole Group does not inquire into or disseminate information related to a job applicant's physical and mental medical condition and medical history, impairments, diagnoses, family medical history, injuries, workers' compensation claims, civil rights, and personal injury lawsuits.

Signature 

12/8/22  
date

### RELEASE OF LIABILITY


I understand that the sole purpose of The Cole Group is to assist me in demonstrating my suitability for and procuring employment at **SELECTTRANSPORTATION RESOURCES, LLC.** To accomplish this, I authorize and request that The Cole Group release all information in its files and contact any or all of the following information sources: former employers, courts, law enforcement agencies, correctional facilities, jails, and all other government record repositories. I agree that any inaccurate information provided about me shall not be the fault of The Cole Group or **SELECTTRANSPORTATION RESOURCES, LLC.**, and that sole responsibility shall be attributed to the source of that information. Accordingly, I hereby release from liability and hold harmless The Cole Group, **SELECTTRANSPORTATION RESOURCES, LLC.**, any contributing firm, individual, government agency or repository, and all of their officers, employees, and agents, from any and all claims, actions or liability whatsoever which is in any way related to this or subsequent inquiries of my personal history. NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope. You have been provided a summary of your rights under the Fair Credit Reporting Act:

Signature 

12/8/22  
date

### AUTHORIZATION FOR EMPLOYERS TO PROVIDE INFORMATION

I hereby request the full disclosure of all information concerning my employment at your company, to include DATES OF EMPLOYMENT, my job title/position, pay, and REASON FOR LEAVING. I release and hold harmless all former employers from any damages, claims, causes of action and liability in reference to furnishing and verifying such information.

Signature 

12/8/22  
date



## **APPLICANT ARBITRATION AGREEMENT WITH THE COLE GROUP**

From time to time, a dispute or disagreement may arise out of your application for employment, including the use of a check or investigation of your background (known as a Consumer Report). **SELECTTRANSPORTATION RESOURCES, LLC.** ("Company") has retained The Cole Group to conduct the investigation and has provided and agreed to provide you all disclosures required by the federal Fair Credit Reporting Act and applicable state law.

In any instance of a dispute related to any aspect of The Cole Group's check or investigation of your background, education, employment history, credit history, criminal history, references, and other matters that may be disclosed or discovered ("background check"), you and The Cole Group agree that if the dispute is not resolved as per the Fair Credit Reporting Act, any and all such disputes or disagreement shall be resolved exclusively through arbitration. This includes, but is not limited to, any disputes, disagreements, or causes of action arising out of or related to the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, any state or local civil rights or credit reporting law, and all other federal or state legislation or administrative regulations currently in effect or subsequently enacted which affects check or investigation of your background in conjunction with any application or candidacy for employment.

This arbitration will be conducted in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA"), a copy of which Rules can be found on the website address here: [https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG\\_004362](https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362) or can be provided to you by request from The Cole Group. The arbitrator, who will be selected by mutual agreement of you and The Cole Group, shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction. At the hearing, you and The Cole Group will have the right to present witnesses who will provide testimony under oath and to show admissible documents or other evidence supporting your and its position in the dispute.

The arbitrator will decide all aspects of the dispute, both procedure and substance, based on the law. Any judgment rendered by the arbitrator may be entered and enforced by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. The decision of the arbitration will be final and binding, and may only be appealed in accordance with and subject to the limited standards set forth in the Federal Arbitration Act. The Cole Group shall pay all AAA fees and arbitrator costs and you will be responsible only for those costs that you would otherwise incur or elect to incur in a court of law.

To the fullest extent permitted by applicable law, by signing this Arbitration Agreement, you and The Cole Group both waive the right to have any disputes or claims tried in court before a judge or jury. The mutual promise by The Cole Group, and you to arbitrate any and all disputes between them concerning the background check, rather than litigate them before the courts or other bodies, provides the consideration for this agreement to arbitrate.

You agree to waive the right to file or participate in a class action as a class representative or as a putative class member, but that you will make any claim you bring in arbitration on an individual basis and the arbitrator will hear and decide the dispute on that basis. You agree that you and The Cole Group will make every effort to have your dispute decided within six (6) months of the date that you and The Cole Group select an arbitrator. You further agree that you and The Cole Group will each have one day to present your dispute at a hearing conducted by the arbitrator, but that either you or The Cole Group can ask the arbitrator to extend the amount of time for your/its presentation and that the request shall not be denied.



Accordingly, by signing this agreement, you and The Cole Group agree that each may bring claims against the other only in its/your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and the The Cole Group agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Nothing in this Arbitration Agreement shall preclude either you or The Cole Group from seeking injunctive relief in a court of law to protect, for instance, your right to engage in future employment or The Cole Group's right to protect proprietary, confidential or trade secret information.

If a court of competent jurisdiction or arbitrator determines that the scope and/or operation of this agreement is too broad to be enforced as written, The Cole Group and you intend that the court or arbitrator should reform such provision to such narrower scope and/or operation as it determines to be enforceable. If, however, any term or provision in this agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then, unless as otherwise stated herein, (i) such provision shall be fully severable, (ii) this agreement and the agreements contained within it shall be construed and enforced as if such provision was never a part of this offer agreement, and (iii) the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

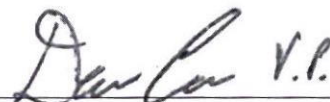
You understand that no supervisor, manager, co-worker, or representative of The Cole Group, other than the President, Vice President or CFO has any authority to enter into any agreement contrary to the foregoing, and that any such agreement must be in writing.

I agree to comply and abide by the terms of this Arbitration Agreement.

Date: 12/8/22

Applicant Signature: 

Printed name: Joseph Daniel Miles

  
On Behalf of The Cole Group


## CONSENT TO PHYSICAL EXAM AND DRUG SCREEN

I am interested in being employed by SelecTransportation Resources, LLC and/or one of its subsidiaries, SelecTrucks of Houston, Houston Freightliner, Inc., Corpus Christi Freightliner, or Beaumont Freightliner, and hereby give my voluntary consent to a pre-employment physical examination and a pre-employment substance abuse drug test, all costs to be incurred by the prospective employer. I further consent to the release of the results from both tests to the prospective employer.

I understand that a positive result to the drug screen may preclude my employment offer. I further understand that my employment is subject to a negative drug screen test.

In addition, should the position for which I am applying require me to drive company or customer vehicles, I understand that my driving history will be checked with proper State Officials and serious driving violations could have a bearing on my employment offer as well.

Joseph Daniel Miles  
Name (please print)

  
Signature

12/8/22  
Date

22303210  
Driver's License Number

7/4/87  
Date of Birth

Ross Leger  
Company Representative (please print)

  
Signature

12/8/22  
Date