

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEMPORARY PERMIT VALID UNTIL 12-18-2022

LOCATION: 301  
TIME STAMP: 12:38:37  
DATE STAMP: 10-19-2022

ORGAN DONOR: Y  
VOTER REGISTRATION: N

RECEIPT NUMBER: 405DLA070309499

RESTRICTION TEXT:  
WITH CORRECTIVE LENSES

ENDORSEMENT TEXT:  
NONE

MAILING ADDRESS:  
5400 COUNTY ROAD 73  
ROBSTOWN, TX 78380 - 9003



DL/DI/UNL NUMBER: 03202951 CLASS: C LICENSE TYPE: DL  
RESTRICTION CODE: A ENDORSEMENT CODE: NONE

NAME: DAWLEY,  
TIMOTHY CAMERON

ADDRESS:  
5400 COUNTY ROAD 73  
ROBSTOWN, TX 78380 - 9003

DATE OF BIRTH: 07-06-1982  
SEX: M HEIGHT: 6'00"  
EYE COLOR: BLU

EXPIRATION DATE: 07-06-2023  
ISSUANCE DATE: 10-18-2022

SIGNATURE

EMPLOYEE

For driver license related questions, please call 512-424-2600 or refer to the DPS website at [www.dps.texas.gov](http://www.dps.texas.gov) or at [www.texas.gov](http://www.texas.gov).

Your DL/DI Card will be processed and mailed within 30-45 days.  
You must continue to carry this Temporary Permit until your new card is received.  
For roadside assistance related to the following issues, please call 1-800-525-5555.

- Stranded with car problems
- Hazardous road conditions
- Debris in the roadway

If you signed up for voter registration, you will be contacted by your voter registrar within 30 days. If the registrar has no questions regarding your registration, a voter registration certificate will be mailed to you within that time frame. If you do not receive it, please contact:  
Your County Voter Registrar. Contact information is available online at: <http://sos.state.tx.us/elections/voter/votregduties.shtml>  
Secretary of State's Office toll-free at 1.800.252.VOTE (8683) or [elections@sos.texas.gov](mailto:elections@sos.texas.gov)



This card is invalid if not signed by the number holder unless health or age prevents signature.

Improper use of this card and/or number by the number holder or any other person is punishable by fine, imprisonment or both.

This card is the property of the Social Security Administration and must be returned upon request. If found, return to:

SSA — PQ Box 17087  
Baltimore, MD 21203

ATTN: FOUND SSN CARD (Return postage guaranteed)

Department of Health and Human Services  
Social Security Administration

Form OA-702 (10-83)

B07938575

# ACKNOWLEDGEMENT OF TRAINING

I hereby acknowledge having watched SelectTransportaion Resources, LLC's new hire orientation training video. The video includes:

- General safety rules
- Job specific safety rules and
- Harassment training

In addition to the above, I have completed all required KPA online training courses which were assigned to me based on the department in which I will be working.



Signature

10-21-22

Date



Printed Name



Company Representative

## EMPLOYEE CONTACT INFORMATION SHEET

☒ NEW

☐ UPDATE

EMPLOYEE'S NAME

NICKNAME (IF ANY)

HOME ADDRESS

CELL PHONE NUMBER

CITY, STATE, ZIP CODE

CELL PHONE CARRIER (AT&T, Sprint, etc.)

POSITION TITLE

HOME PHONE NUMBER

DEPARTMENT SUPERVISOR

PERSONAL EMAIL ADDRESS

## FAMILY DOCTOR CONTACT

DOCTOR'S NAME

TELEPHONE NUMBER

ADDRESS

CITY, STATE, ZIP CODE

## EMERGENCY CONTACT (Primary)

NAME

RELATIONSHIP

ADDRESS

PHONE NUMBER

CITY, STATE, ZIP CODE

## EMERGENCY CONTACT (Secondary)

NAME

RELATIONSHIP

ADDRESS

PHONE NUMBER

CITY, STATE, ZIP CODE

# DIRECT DEPOSIT AUTHORIZATION - PAYROLL & EXPENSE REIMBURSEMENT

Timothy C. Dawley  
Name (please print)

459-67-4669  
Social Security Number

To be eligible for direct deposit the following applies:

- \* The account(s) listed below must already be set up at said financial institution.
- \* Said institution must accept direct deposits.
- \* A voided check (checking) and/or deposit slip (savings) must be attached.
- \* Please call banking institution and verify your ABA Routing Number.

Employee Number

Account #1

☒ New

☐ Change

☐ Cancel

Prosperity Bank  
Institution Name

113122655  
ABA Routing # (9-digit number)

☒ Checking

☐ Savings

221541265  
Account Number

☐ Full Deposit

☐ Partial = \$

Account #2

☐ New

☐ Change

☐ Cancel

Institution Name

ABA Routing # (9-digit number)

☐ Checking

☐ Savings

Account Number

☐ Full Deposit

☐ Partial = \$

Account #3

☐ New

☐ Change

☐ Cancel

Institution Name

ABA Routing # (9-digit number)

☐ Checking

☐ Savings

Account Number

☐ Full Deposit

☐ Partial = \$

I hereby authorize SelecTransportation Resources, LLC to make electronic direct deposit to my account(s) as noted above payroll for each pay period on my behalf and expense reimbursements. If funds are deposited to my account to which I am not entitled because of error, I authorize SelecTransportation Resources, LLC to direct the financial institution listed above to return such funds.

This authorization shall override any previous written authorizations and remain in effect until I have cancelled it in writing, a deposit has been rejected because said account has been closed or until my termination of employment.


[Signature]  
Signature of Employee

10-21-22  
Date

## REQUEST TO RECEIVE ELECTRONIC PAY STUB NOTIFICATION

I, Tim Dawley, request that  
SelecTransportation Resources, LLC deliver my weekly payroll direct deposit  
stub electronically. In doing so, I understand that:

- ✓ My request to enroll in this program is voluntary
- ✓ If I choose to enroll, 100% of my weekly pay must be distributed via direct deposit and each stub will be emailed to my company email address
- ✓ All future direct deposit stubs will be delivered to me by electronic means via company email
- ✓ Each email attachment will be password protected
- ✓ My password will be my social security number without hyphens
- ✓ I am solely responsible for the confidentiality of my password and personal pay related information; SelecTransportation Resources, LLC assumes no responsibility in the event of a breach in my password
- ✓ I am not required to participate in this program and am able to cancel my participation at any time.

  
Signature

10-21-22  
Date

Tim Dawley  
Printed Name

Please confirm your company email address below.

\_\_\_\_\_  
Company Email Address

---

\*Feel free to cut off this portion of the form for your reference\*

To access your company email account from home:

- Go to: <http://mail.selecttransportation.com/exchange>
- username: first.last (same as your normal login)
- password: (the password you use everyday to login at work)
- domain: (leave blank)



# Employee's Withholding Certificate

OMB No. 1545-0074

- ▶ **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.**

**2020**

**Step 1:  
Enter  
Personal  
Information**

(a) First name and middle initial <i>Timothy C.</i>	Last name <i>Dawley</i>	(b) Social security number <i>459-67-4669</i>
Address <i>5400 CR 73</i>		▶ 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 <a href="http://www.ssa.gov">www.ssa.gov</a> .
City or town, state, and ZIP code <i>Robstown, TX 78380</i>		
(c) <input checked="" type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly (or Qualifying widow(er)) <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, when to use the online estimator, 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) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4); **or**  
 (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **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 accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld . . . . . ☐

**TIP:** To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

**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  
Dependents**

If your 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 ▶ \$ *0*

Multiply the number of other dependents by \$500 . . . . . ▶ \$ *0*

Add the amounts above and enter the total here . . . . .

**3** \$ *0*

**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)** \$ *0*

(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)** \$ *0*

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

**4(c)** \$ *0*

**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.

*[Signature]*

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

*10-31-22*  
Date

**Employers  
Only**

Employer's name and address

First date of  
employment

Employer identification  
number (EIN)



**Pre-Screening Notice and Certification Request for  
the Work Opportunity Credit**

OMB No. 1545-1500

► Information about Form 8850 and its separate instructions is at [www.irs.gov/form8850](http://www.irs.gov/form8850).

**Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.**

Your name Timothy C. Dawley Social security number ► 459-67-4669  
Street address where you live 5400 CR 73  
City or town, state, and ZIP code Robstown, TX 78380  
County Nueces Telephone number 361-249-8659  
If you are under age 40, enter your date of birth (month, day, year) \_\_\_\_\_

- 1 ☐ Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if any of the following statements apply to you.
- I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 18 months.
  - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
  - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
  - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
    - a. Received SNAP benefits (food stamps) for the past 6 months; or
    - b. Received SNAP benefits (food stamps) for at least 3 of the past 5 months, **but** is no longer eligible to receive them.
  - During the past year, I was convicted of a felony or released from prison for a felony.
  - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
  - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.
- 3 ☐ Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 4 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.
- 5 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 6 ☐ Check here if you are a member of a family that:
- Received TANF payments for at least the past 18 months; or
  - Received TANF payments for any 18 months beginning after August 5, 1997, **and** the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years; or
  - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.
- 7 ☐ Check here if you are in a period of unemployment that is at least 27 consecutive weeks and for all or part of that period you received unemployment compensation.

**Signature—All Applicants Must Sign**

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature ►

Timothy C. Dawley

Date

10-21-22

**For Employer's Use Only**

Employer's name \_\_\_\_\_ Telephone no. \_\_\_\_\_ EIN ► \_\_\_\_\_

Street address \_\_\_\_\_

City or town, state, and ZIP code \_\_\_\_\_

Person to contact, if different from above \_\_\_\_\_ Telephone no. \_\_\_\_\_

Street address \_\_\_\_\_

City or town, state, and ZIP code \_\_\_\_\_

If, based on the individual's age and home address, he or she is a member of group 4 or 6 (as described under *Members of Targeted Groups* in the separate instructions), enter that group number (4 or 6) . . . . . ► \_\_\_\_\_

Date applicant:

Gave information	_____	Was offered job	_____	Was hired	_____	Started job	_____
---------------------	-------	--------------------	-------	--------------	-------	----------------	-------

Under penalties of perjury, I declare that the applicant provided the information on this form on or before the day a job was offered to the applicant and that the information I have furnished is, to the best of my knowledge, true, correct, and complete. Based on the information the job applicant furnished on page 1, I believe the individual is a member of a targeted group. I hereby request a certification that the individual is a member of a targeted group.

**Employer's signature ►****Title****Date**

## Privacy Act and Paperwork Reduction Act Notice

*Section references are to the Internal Revenue Code.*

Section 51(d)(13) permits a prospective employer to request the applicant to complete this form and give it to the prospective employer. The information will be used by the employer to complete the employer's federal tax return. Completion of this form is voluntary and may assist members of targeted groups in securing employment. Routine uses of this form include giving it to the state workforce agency (SWA), which will contact appropriate sources to confirm that the applicant is a member of a targeted group. This form may also be given to the Internal Revenue Service for administration of the Internal Revenue laws, to the Department of Justice for civil and

criminal litigation, to the Department of Labor for oversight of the certifications performed by the SWA, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

**Recordkeeping** . . . 6 hr., 27 min.

**Learning about the law or the form** . . . . . 24 min.

**Preparing and sending this form to the SWA** . . . . . 31 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments from [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Click on "More Information" and then on "Give us feedback." Or you can send your comments to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send this form to this address. Instead, see *When and Where To File* in the separate instructions.

## UNIFORM ACKNOWLEDGEMENT

I, Tim Dawley, understand that my position requires me to wear the standard shop/parts uniform. Upon termination of my employment from SelecTransportation Resources, LLC or any of its affiliated companies, I agree to return all uniforms issued to me. If I do not return all uniform(s), the Company reserves the right to retain from my final paycheck, the sum equivalent of the replacement of the uniform(s).

  
Employee Signature

10-21-22  
Date

459-67-4669  
Social Security Number



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 (Family Name) <i>Dawley</i>		First Name (Given Name) <i>Timothy</i>		Middle Initial <i>C</i>	Other Last Names Used (if any)	
Address (Street Number and Name) <i>5400 CR 73</i>		Apt. Number	City or Town <i>Rabstown</i>		State <i>TX</i>	ZIP Code <i>78380</i>
Date of Birth (mm/dd/yyyy) <i>07/06/1982</i>	U.S. Social Security Number <i>459-67-4669</i>		Employee's E-mail Address <i>tdawley0706@gmail.com</i>		Employee's Telephone Number <i>361-249-8659</i>	

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 checked="" type="checkbox"/> 1. A citizen of the United States
<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions)
<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. (See instructions)
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.
1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____
QR Code - Section 1 Do Not Write In This Space

Signature of Employee <i>[Signature]</i>	Today's Date (mm/dd/yyyy) <i>10-21-2022</i>
---	--

**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 (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		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) <i>Darvley</i>	First Name (Given Name) <i>Timothy</i>	M.I. <i>C</i>	Citizenship/Immigration Status <i>U.S. Citizen</i>
------------------------------	---	---	------------------	---

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		<div>Additional Information</div> <div>QR Code - Sections 2 &amp; 3 Do Not Write In This Space</div>		
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.)**

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
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
--	---------------------------	---



## WORKWELL, TX

### Employee Acknowledgment of Workers' Compensation Network

I have received information that informs me how to get health care under my employer's workers' compensation insurance.

If I am hurt on the job and live in a service area described in this packet, I understand that:

- I must choose a treating doctor from the list of doctors in the network. Or, I may ask my HMO primary care physician to agree to serve as my treating doctor. If I select my HMO primary care physician as my treating doctor, I will call Texas Mutual Insurance Company at (844) 867-2338 to notify them of my choice.
- I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me to a specialist. If I need emergency care, I may go anywhere.
- Texas Mutual will pay the treating doctor and other network providers for the treatment for my compensable injury.
- I may have to pay the bill if I get health care from someone other than a network doctor without prior network approval.

Knowingly making a false workers' compensation claim may lead to a criminal investigation that could result in criminal penalties such as fines and imprisonment.

[Signature]      10-21-22      Timothy Dawley  
Signature      Date      Printed name

I live at: 5400 CR 73  
Street address

Robstown      TX      78380  
City      State      Zip code

Name of employer: Corpus Christi Freightliner

Name of network: WorkWell, TX

#### To the employer:

Each employee must sign this form when you begin the program or within 3 days of being hired, and at the time an injury occurs. Please indicate at which point this acknowledgement was completed.

- ☐ Initiating the network program (companywide)
- ☒ Initial employee notification (new hire)
- ☐ Injury notification (Date of injury:    /    /    )

Keep this completed form in the employee's personnel file. It could be requested by Texas Mutual.



Acknowledgment of Receipt of Employee Handbook

I have received and currently have in my possession a copy of SelectTransportation, Inc.'s ("STR" or the "Company") employee handbook. The employee handbook describes important information about STR, and I understand that I should consult Human Resources or my direct supervisor regarding any questions not answered in the handbook or any questions I have about STR's policies generally. I also understand that this employee handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with STR. I understand by distributing this employee handbook, STR expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by STR, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by STR or myself.

By signing below, I confirm that I have read and understand the policies and procedures included in the employee handbook.



Employee Signature

10-21-22

Date

Election to Receive Electronic Notices

I understand by executing this Election to Receive Electronic Notices form, I consent to receive documents and notices relevant to my employment, benefits, and other items from STR by electronic delivery and through the STR Employee Portal (the "Portal"), which can be accessed at [http:// www.selectmnsportatlon.com/employeeportal](http://www.selectmnsportatlon.com/employeeportal). I acknowledge and consent to notice of items being uploaded to the Portal to be delivered to me via e-mail at my STR-provided email address. I expressly consent to receive electronic delivery of all employment-related documents, and notices that the law permits to be delivered electronically, including but not limited to the following: HIPAA notice of privacy practices, summary plan descriptions, summary annual reports, participant fee disclosure notices, summaries of material modification, summaries of benefits and coverage, and revisions and supplements to the employee handbook, which I have been advised are also posted on the Portal. I have been alerted to the existence of and instructions on how to access documents and notices posted to the Portal. Finally, I have been advised and understand that I may withdraw my consent for electronic receipt of notices and documents by notifying HR of my request in writing.

I understand that to access the portal I must have my employee identification number and a password. I further acknowledge that by signing below, I was provided my employee identification number and initial password to access the Portal. I further understand that it is my express obligation to always ensure that I know my employee identification number and password to access the Portal.

By signing below, I represent that I know how and have the ability to access the Portal, as demonstrated by the fact I have already downloaded the medical and dental enrollment forms from the Portal and making my enrollment elections. Further, by signing below I represent that I have received, reviewed, and understand the items below:

- Employment and Business Ethics Agreement;
- Continuation Rights Under COBRA;
- Summary of Privacy Practices for STR's Welfare Benefit Plan;
- Detailed Notice of Privacy Practices for the STR's Welfare Benefit Plan;
- Notice to Employees Concerning Worker's Compensation in Texas;
- Notice of Injured Employee Rights & Responsibilities in the Texas Workers' Compensation System;
- Employee Rights and Responsibilities Under the Family Medical Leave Act (FMLA);
- New Health Insurance Marketplace Coverage Options and Your Health Coverage; and
- Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)



Employee Signature

Tim Sawley

Employee Printed Name

10-21-22

Date

999999

Employee Identification No.

Portal

Portal Password

Retain a copy of this form for your

To access your STR email account from home, go to: <http://mail.stlselectransportation.com/exchange>; username: 9999, password: portal, domain: (leave blank).

To access the Portal on the STR website, go to: [www.electransportation.com/portal](http://www.electransportation.com/portal); username: [employee identification no]; password: [password used to clock in/clock out and to access your work station].

## EMPLOYMENT AND BUSINESS ETHICS AGREEMENT

This Employment and Business Ethics Agreement ("Agreement") is made between SelecTransportation Resources, LLC and/or any one of its affiliates: SelecTrucks of Houston, LLC, Houston Freightliner, Inc., Corpus Christi Freightliner, Beaumont Freightliner, or Thomas Bus Gulf Coast, Ltd. hereinafter referred to as (collectively referred to as the "Company") and Tim Sawley (the "Employee").

In consideration of the below mutual covenants and other good and valuable consideration, the parties agree as follows:

1. At-Will Employment. The Company shall employ Employee, and Employee hereby accepts employment with the Company on an at-will basis. Nothing in Company's policies, actions, verbal assurances or this document shall be construed to alter the "At-Will" nature of Employee's status with Company, and Employee understands that Company may terminate his/her employment at any time for any reason or for no reason at all, provided it is not terminated in violation of state or federal law. The time period during which Employee is employed by Company shall be referred to herein as the "Employment Period".

2. Confidential Information. Employee acknowledges that the information, observations and data (including trade secrets) obtained by Employee while employed by the Company and its predecessors (including those obtained by Employee prior to the date of this Agreement) concerning the business or affairs of the Company, any of its subsidiaries, joint ventures or affiliates ("Confidential Information"), which Confidential Information the Employee shall have access to and shall be provided during the Employment Period, are the property of the Company or such subsidiary, joint venture or affiliate. Therefore, Employee agrees that, other than for the execution of the duties and responsibilities required of Employee in fulfilling his or her job function and obligations, Employee shall not disclose to any person or entity or use for Employee's own benefit or purposes, or the benefit or purposes of any other person or entity, any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company or any of its subsidiaries and affiliates ("Third Party Information"), without the prior written consent of the Company. Confidential Information or Third Party Information shall not apply to information that: (i) was known to the public prior to its disclosure to Employee; (ii) becomes generally known to the public subsequent to disclosure to Employee through no wrongful act of Employee or any representative of the Employee; or (iii) Employee is required to disclose by applicable law, regulation or legal process. Employee shall deliver to the Company at the termination of the Employment Period, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts, source code, software and any other documents and data (and copies thereof) embodying or relating to Third Party Information, Confidential Information, Work Product (as defined below) or the business of the Company or any subsidiary, joint venture or affiliate which Employee may then possess or have under Employee's control. Employee shall not use or disclose any confidential information or trade secrets of any former employers or any person or entity to whom Employee owes an obligation of confidentiality. If at any time during the Employment Period Employee believes Employee is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Employee may have to former employers or other persons or entities, Employee shall immediately advise the Company so that

Employee's duties can be modified appropriately. Employee represents and warrants to the Company that Employee took nothing with Employee which belonged to any former employer when Employee left Employee's prior employment positions and that Employee has nothing that contains any information which belongs to any former employer, and, if at any time Employee discovers that the foregoing is incorrect, Employee shall promptly return any such materials to Employee's former employer. The Company refuses access to any such materials, and Employee shall not be permitted to use or refer to any such materials in the performance of Employee's duties hereunder.

3. Intellectual Property, Inventions and Patents. Employee acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, and copyrightable work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to the Company's or any of its subsidiaries' or affiliates' actual or anticipated business, research and development or existing or future products or services and which were or are conceived, developed, contributed to or made or reduced to practice by Employee (whether alone or jointly with others) while employed by the Company and any of its predecessors, whether before or after the date of this Agreement ("Work Product"), belong to the Company. Employee shall promptly disclose such Work Product to Company leadership and, at the Company's expense, perform all actions reasonably requested by the Company leadership (whether during or after the Employment Period) to establish and confirm such ownership (including assignments, consents, powers of attorney and other instruments). Employee acknowledges that all copyrightable Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended, and that the Company or such Company Affiliate shall own all rights therein. To the extent that any such copyrightable work is not a "work made for hire," Employee hereby assigns and agrees to assign to the Company or such Company affiliate all right, title and interest, including a copyright, in and to such copyrightable work. The foregoing provisions shall not apply to any invention that Employee developed entirely on Employee's own time without using the Company's equipment, supplies, facilities or trade secret information, except for those inventions that (i) relate to the Company's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by Employee for the Company.

4. Computer Data and Software. The Employee nor any other employee shall attempt to access or possess any Company information that the Employee is not authorized or entitled to in the course of his/her work. No credentials (including, but not limited to, computer passwords, computer log on identification numbers or names, e-mail passwords, internet passwords, and/or access badges) issued to the Employee may be given or divulged by the Employee to any other person except as required in the performance of Company business. No employee shall use or possess, unless required to for Company business, any Company identification other than the Company identification specifically issued to the Employee. No Employee may copy or use, except for Company business, any computer software whether purchased from an outside vendor or developed by any Company employee(s), including the employee who developed it, or by contract personnel. Copying of software or programs is permitted only when authorized for the purpose of backup and recovery as part of normal operating procedures. No software program purchased from a vendor shall be used other than



in accordance with the terms of any governing license or rental agreement.

5. Enforcement. If, at the time of enforcement of any provision included in this Agreement, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Because Employee's services are unique and because Employee has access to Confidential Information and Work Product, the parties hereto agree that the Company would suffer irreparable harm from a breach of the provisions in this Agreement relating to those matters by Employee and that money damages would not alone be an adequate remedy for any such breach of this Agreement. Therefore, in the event a breach or threatened breach of this Agreement, Employee or the Company, in addition to other rights and remedies existing in their favor, including but not limited to seek money damages, shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions hereof. In addition, in the event of a breach or violation by Employee of any provision or sub-section of Paragraph 4, such time period shall be automatically extended by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been resolved. Employee and the Company acknowledge that the restrictions contained in this Agreement are reasonable and that each party has reviewed the provisions of this Agreement with Employee's or its legal counsel.

6. Additional Acknowledgments. Employee acknowledges that (i) the restrictions contained in this Agreement do not preclude Employee from earning a livelihood, nor do they unreasonably impose limitations on Employee's ability to earn a living, (ii) the business of the Company and its subsidiaries and affiliates will be national, and potentially international, in scope and (iii) notwithstanding the state of formation or principal office of the Company or residence of any of its Employees or employees (including Employee), it is expected that the Company and its Subsidiaries and affiliates will have business activities and have valuable business relationships within its industry throughout the State of Texas and the United States of America. Employee agrees and acknowledges that the potential harm to the Company and its subsidiaries and affiliates of the non-enforcement of the restrictions placed on Employee in this Agreement outweigh any potential harm to Employee of its enforcement by injunction or otherwise. Employee acknowledges that Employee has carefully read this Agreement, has given careful consideration to the restraints imposed upon Employee by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of Company's Confidential Information and Third-Party Information of the Company and its subsidiaries and affiliates now existing or to be developed in the future. Employee and the Company expressly agree and acknowledge that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

7. Acceptance of Gifts and Improper Payments. Employee understands that accepting excessive gifts in the form of merchandise, cash, gift certificates, or other items of substantial value, or the use of property and/or entertainment facilities from business contacts is strictly prohibited. Strict adherence to this policy is essential to maintain Company's impartiality and business integrity. If Employee has specific questions on whether a certain gift or offer

should be accepted, this issue should be brought to Human Resources prior to acceptance of any such items.

9. Conflicts of Interest. In order to safeguard the activities, assets and confidential information of Company, Employee should not have interests in outside businesses which conflict or appear to conflict with their ability to make uncompromised decisions to Company's exclusive benefit. All employees are expected to exercise good judgment and discretion in evaluating a particular activity so as to avoid any actual, or apparent, conflict of interest. If there is a doubt, the employee should discuss it with leadership at the Company.

9.1. Employee is considered to have an interest in an outside business if the Employee or any member of his/her Immediate Family holds any ownership in the business or its property; furnishes goods or services to the business; is a creditor, employee, agent, officer, director, or consultant of the business. Outside businesses include any person, firm, corporation, or government agency that sells or provides a service to, purchases from, or competes with Company. If the Employee or a family member of the Employee falls within any of the following categories above, Employee agrees to discuss such position with Company officials. "Immediate Family" is interpreted as a spouse, child(ren), parent, sibling and other relatives living in the Employee's home. At the time of hire, and periodically thereafter as Employee learns of conflicting relationships and/or as requested by Company, Employee must notify Company if:

a. Employee or any Immediate Family member has an ownership interest equal to 1% or more (including stock ownership) of any organization which directly or indirectly leases, sells or buys property or services to or from the Company, or which competes with the Company.

b. Employee or any Immediate Family member is a creditor or debtor in the amount of ten thousand dollars (\$10,000.00) or more of any organization which directly or indirectly leases, sells or buys property or services to or from the Company, or which competes with the Company (not including bank loans or home mortgage loans).

c. Employee or any family member is an officer, director, or employee of any organization which directly or indirectly leases, sells or buys property or services to or from the Company, or which competes with the Company.

10. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Complete Agreement. Unless otherwise specifically stated herein, this Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof or thereof in any way.

12. Class Action Waiver. Employee and Company waive any right to assert any claims against one another by means of any class action or representative action, whether as a class representative or a member of a class. If, notwithstanding the foregoing waiver, a court or law permits a party to this Agreement to participate in a class or representative action, then the parties hereto nevertheless agree that the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action, and the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

13. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

15. Attorneys' Fees. Subject Paragraph 12 above, if either party brings a legal action to enforce its rights under this Agreement, the prevailing party in such action shall recover its reasonable and necessary costs and expenses, including its attorneys' fees, in connection with any such action.

16. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee, the Company and their respective heirs, successors and assigns, except that Employee may not assign Employee's rights or delegate Employee's duties or obligations hereunder without the prior written consent of the Company. The Company may only assign this Agreement to a successor to all or substantially all of the business and/or assets of the Company. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise. This Agreement and the Company's rights hereunder may be enforced by Company's parent companies, affiliates, and/or subsidiaries as deemed fit in Company's sole discretion.

17. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

18. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Employee, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

19. Consent to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED



IN THE STATE OF TEXAS, COUNTY OF HARRIS, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT UNLESS LIMITED OTHERWISE HEREIN, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING IN THE STATE OF TEXAS WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS SECTION 19. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

20. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED-FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

SelecTransportation Resources, LLC

By: Sandra Sharp  
Printed name: Sandra Sharp

10/21/22  
Date

Employee: Tim Dawley

Printed name: Tim Dawley

10-21-22  
Date

## PAYCHECK DEDUCTION AUTHORIZATION

State law requires employers to have written consent from their employees before deducting any monies expect applicable taxes from the employees' paychecks.

In compliance with the above, I, Timothy Dawley herby authorize SelecTransportation Resources, LLC or any of its affiliate companies, to withhold the following from my paycheck.

Please indicate below the weekly deduction amounts being authorized by initialing below.

PREMIUM MEDICAL		BASIC MEDICAL	
<u>Coverage</u>	<u>Employee Cost</u>	<u>Coverage</u>	<u>Employee Cost</u>
Employee only	\$ 61.91 per week	Employee only	\$ 34.78 per week
Employee & Spouse	\$ 138.39 per week	Employee & Spouse	\$ 130.00 per week
Employee & Child(ren)	\$ 115.14 per week	Employee & Child(ren)	\$ 110.14 per week
Employee & Family	\$ 184.47 per week	Employee & Family	\$ 180.00per week

- ☒ Premium Medical – Employee only \$61.91 per week  
☐ Premium Medical – Employee & Spouse \$138.39 per week  
☐ Premium Medical – Employee & Child(ren) \$115.14 per week  
☐ Premium Medical – Employee & Family \$184.47 per week

- ☐ Basic Medical – Employee only \$34.78 per week  
☐ Basic Medical – Employee & Spouse \$130.00 per week  
☐ Basic Medical – Employee & Child(ren) \$110.14 per week  
☐ Basic Medical – Employee & Family \$180.00 per week

- ☒ Dental – Family \$3.74 per week - No family (Employee only)  
☐ Child Support (please provide Cause No. and Style)  
☐ Other (please describe) \_\_\_\_\_

[Signature]

Employee Signature

10-31-22

Date

LAST NAME: <u>Dawley</u>	FIRST NAME: <u>Timothy</u>	EMPLOYEE ID:
ADDRESS: <u>5400 CR 73</u>		
CITY: <u>Robstown, TX</u>	STATE: <u>TX</u>	ZIP CODE: <u>78380</u>
SOCIAL SECURITY NUMBER: <u>459-67-4669</u>	DOB: <u>7-6-82</u>	GENDER: <u>Male</u>
CELL PHONE NUMBER: <u>361-749-8659</u>	MARITAL STATUS: <u>Single</u>	
DEPARTMENT: <u>Service</u>	JOB TITLE: <u>Service Technician</u>	

### MEDICAL AND DENTAL ELECTION

<u>PREMIUM</u> HEALTH PLAN	PER WEEK	<u>BASIC</u> HEALTH PLAN	PER WEEK	<u>DENTAL</u> PLAN	PER WEEK
<input checked="" type="checkbox"/> EMPLOYEE ONLY	\$61.91	<input type="checkbox"/> EMPLOYEE ONLY	\$34.78	<input checked="" type="checkbox"/> EMPLOYEE ONLY	FREE
<input type="checkbox"/> EMPLOYEE & CHILD(REN)	\$115.14	<input type="checkbox"/> EMPLOYEE & CHILD(REN)	\$110.14	<input type="checkbox"/> EMPLOYEE & CHILD(REN)	\$3.74
<input type="checkbox"/> EMPLOYEE & SPOUSE	\$138.39	<input type="checkbox"/> EMPLOYEE & SPOUSE	\$130.00	<input type="checkbox"/> EMPLOYEE & SPOUSE	\$3.74
<input type="checkbox"/> FAMILY	\$184.47	<input type="checkbox"/> FAMILY	\$180.00	<input type="checkbox"/> FAMILY	\$3.74

☐ WAIVE HEALTH COVERAGE

☐ WAIVE DENTAL COVERAGE

### COMPLETE THIS SECTION IF ELECTING DEPENDENT MEDICAL OR DENTAL COVERAGE

DEPENDENT FULL LEGAL NAME	SSN	DOB	GENDER	RELATIONSHIP TO EMPLOYEE

A \$20,000 Life Insurance and \$20,000 AD&D policy are provided at no cost with enrollment in one of the health plans listed above.

Beneficiary Full Name: Lisa Ann Bixby Beneficiary Relationship: Mother

Supplemental benefits are provided through UNUM. Additional information will be provided shortly regarding an open enrollment period for these voluntary coverages.

**I HEREBY CERTIFY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.** I understand that coverage will not be effective until all questions regarding eligibility for coverage have been satisfactorily resolved. I understand that I may not change the coverage elections that I make on the Employee Enrollment/Change Form until the plan's next open/annual enrollment period or unless otherwise permitted by the Plan. Furthermore, I understand that it is a crime for any person, who knowingly and with intent to defraud any insurance company or other person, to file a statement or claim which conceals information or contains information which is materially false or misleading.

I hereby apply for coverage and authorize deductions from my earnings for the amount required, if any, to cover any contribution for coverage.

[Signature]  
EMPLOYEE SIGNATURE

10-21-22  
DATE

TEXAS WORKFORCE COMMISSION

10-12-22

TIMOTHY CA DAWLEY  
5400 CR 73  
ROBSTOWN TX 78380

Dear Job Seeker:

Enclosed is a Work Opportunity Tax Credit (WOTC) Conditional Certification Form (ETA-9062). You meet certain eligibility criteria and therefore any employer that hires you has the potential to receive a federal tax credit. This is a significant service to employers, but may also give you a possible advantage over other job seekers.

This conditional certification form should be used in your job search to notify a new employer of their potential tax credit eligibility. If you are hired, give the employer the enclosed cover letter, the conditional certification form and the IRS Form 8850. **You and the employer must sign both the conditional certification and 8850.**

The employer can then access the TWC website at **[www.twc.state.tx.us/svcs/wotc/wotc.html](http://www.twc.state.tx.us/svcs/wotc/wotc.html)** to download detailed instructions on how to apply for the tax credit. Your new employer will then complete the forms and forward them as stated in the instructions. **The forms must be postmarked within 28 days from the job start date.**

Good luck with your job search. Should you or your new employer have any questions, please contact the WOTC Unit at 1-(800)695-6879.

Sincerely,

*Russell Hunter*

Russell Hunter  
WOTC Program Coordinator

# Conditional Certification Work Opportunity Tax Credit

## Employers!

- \* This form must be accompanied by IRS Form 8850.
- \* If you do not have IRS Form 8850, call 202-693-2786 for a copy or download it from [www.irs.gov](http://www.irs.gov) or [www.doleta.gov/wotc](http://www.doleta.gov/wotc)
- \* Be sure to complete Part II of this form and the IRS 8850, sign and date both forms BEFORE sending them to the State Workforce Agency (SWA) within 28 days after the new hire's employment-start date. (See IRS Relief Period in TEGL No. 25-16 and IRS Notice 2016-22)

1. INITIATING AGENCY CODE (For Agency Use Only)  CODE: <u>320</u>		2. CONTROL NO. (For Agency Use Only) (Check One)  <input type="checkbox"/> Participating Agency <input checked="" type="checkbox"/> SWA		X	
3. FOR EX-FELON TARGET GROUP ONLY a. Conviction Date: <u>    </u> / <u>    </u> / <u>    </u> b. Release Date: <u>    </u> / <u>    </u> / <u>    </u> c. Correction's ID No. <u>                    </u>				4. DATE COMPLETED (MM/DD/YY) <u>10 / 10 / 22</u>	
5. STATE WORKFORCE AGENCY'S NAME/ADDRESS TEXAS WORKFORCE COMMISSION 101 E. 15TH ST - ROOM 202T AUSTIN TX 78701		6. SIGNATURE (Authorized Official) <i>Russell Hunter</i>		7. TELEPHONE No. <u>(800) 695 - 6879</u>	

## PART 1. APPLICANT'S INFORMATION AND CONDITIONAL CERTIFICATION (CC):

8. NAME OF APPLICANT (Last, First, Middle)  DAWLEY, TIMOTHY CA		9. SOCIAL SECURITY No.  XXX-XX-4669		10. ENTER TARGET GROUP CODE OTHER THAN "Veteran": <u>3</u>	
11. ADDRESS (Street, City, State, Zip Code) & Telephone No.  5400 CR 73 ROBSTOWN TX 78380		12. VETERAN TARGET GROUP CODES (Check One)  <input type="checkbox"/> 2Ba. Qualified Veteran receiving SNAP benefits <input type="checkbox"/> 2Bb. Disabled Veteran <input type="checkbox"/> 2Bc. Disabled Veteran unemployed for 6 months <input type="checkbox"/> 2Bd. Veteran unemployed for 4 weeks but less than 6 months <input type="checkbox"/> 2Be. Veteran unemployed for 6 months			

13. APPLICANT SIGNATURE:

## NOTE TO EMPLOYER:

14. The above named individual may be eligible for certification under the Work Opportunity Tax Credit. If individual is not employed before the date in the box below (Mo., Day, Yr.), this eligibility determination is subject to review. Applies to Summer Youth Group only.  <div style="border: 1px solid black; height: 20px; width: 200px;"></div>	Note. In the event you hire this individual, you should request the Certification necessary for you to claim a Work Opportunity Tax Credit (WOTC). Simply complete, sign, and submit this form together with IRS Form 8850 to the SWA. For new hires that begin to work for an employer on or after January 1, 2015, and on or before May 31, 2016, this form can be completed, signed, and submitted together with IRS Form 8850 to the SWA by June 29, 2016. For new hires with an employment start date on or after June 1, 2016, employers must meet the 28-day timely filing requirement. The WOTC Employer Certification will be sent to you, if all statutory target group eligibility and timely filing requirements have been met.
--	---

## PART II. EMPLOYER DECLARATION: I hereby declare that the above named person is or will be employed by:

15. NAME OF FIRM AND ADDRESS	16. POSITION/JOB TITLE:	17. EMPLOYMENT START DATE:	18. STARTING WAGE:  \$ <u>          </u> per hr
------------------------------	-------------------------	----------------------------	---

**ATTN SWA:** Please send a WOTC Certification for this employee. The pre-certification is for the purpose of requesting Certification to obtain the WOTC under Sec. 51 and 52 of the Internal Revenue Code. Employers are advised that such credit will cease immediately upon notification of any subsequent invalidation/revocation.

**NOTE:** Falsification of data on this form is a FEDERAL CRIME in violation of 18 USC 1001. Falsification of work or concealment of information is PUNISHABLE by a fine or imprisonment.

19. EMPLOYER'S NAME:	20. EMPLOYER'S SIGNATURE:	21. DATE: (MM/DD/YY) <u>    </u> / <u>    </u> / <u>    </u>
----------------------	---------------------------	---



## Pre-Screening Notice and Certification Request for the Work Opportunity Credit

OMB No. 1545-1500

> See separate instructions.

**Job applicant:** Fill in the lines below and check any boxes that apply. Complete only this side.

Your name Timothy Darvley Social security number >459-67-4669  
Street address where you live 5400 CR 73  
City or town, state, and ZIP code Robstown, TX 78380  
County Wheeler Telephone number (361) 249-8659  
If you are under age 40, enter your date of birth (month, day, year) 1 / 1

- 1 ☐ Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if **any** of the following statements apply to you.
- I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 18 months.
  - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
  - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
  - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
    - a Received SNAP benefits (food stamps) for the past 6 months, **or**
    - b Received SNAP benefits (food stamps) for at least 3 of the past 5 months, **but** is no longer eligible to receive them.
  - During the past year, I was convicted of a felony or released from prison for a felony.
  - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
  - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.
- 3 ☐ Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 4 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.
- 5 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 6 ☐ Check here if you are a member of a family that:
- Received TANF payments for at least the past 18 months, **or**
  - Received TANF payments for any 18 months beginning after August 5, 1997, **and** the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years, **or**
  - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.
- 7 ☐ Check here if you are in a period of unemployment that is at least 27 consecutive weeks and for all or part of that period you received unemployment compensation.

### Signature—All Applicants Must Sign

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature



Date 10/21/22



**For Employer's Use Only**

Employer's name \_\_\_\_\_ Telephone no. (\_\_\_\_) \_\_\_\_ - \_\_\_\_ EIN&gt; \_\_\_\_\_

Street address \_\_\_\_\_

City or town, state, and ZIP code \_\_\_\_\_

Person to contact, if different from above \_\_\_\_\_ Telephone no. (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Street address \_\_\_\_\_

City or town, state, and ZIP code \_\_\_\_\_

If, based on the individual's age and home address, he or she is a member of group 4 or 6 (as described under Members of Targeted Groups in the separate instructions), enter that group number (4 or 6). . . . &gt; \_\_\_\_\_

Date applicant:

Gave information \_\_\_\_/\_\_\_\_/\_\_\_\_ Was offered job \_\_\_\_/\_\_\_\_/\_\_\_\_ Was hired \_\_\_\_/\_\_\_\_/\_\_\_\_ Started job \_\_\_\_/\_\_\_\_/\_\_\_\_

Under penalties of perjury, I declare that the applicant provided the information on this form on or before the day a job was offered to the applicant and that the information I have furnished is, to the best of my knowledge, true, correct, and complete. Based on the information the job applicant furnished on page 1, I believe the individual is a member of a targeted group. I hereby request a certification that the individual is a member of a targeted group.

**Employer's signature >****Title****Date** \_\_\_\_/\_\_\_\_/\_\_\_\_**Privacy Act and Paperwork Reduction Act Notice**

*Section references are to the Internal Revenue Code.*

Section 51(d)(13) permits a prospective employer to request the applicant to complete this form and give it to the prospective employer. The information will be used by the employer to complete the employer's federal tax return. Completion of this form is voluntary and may assist members of targeted groups in securing employment. Routine uses of this form include giving it to the state workforce agency (SWA), which will contact appropriate sources to confirm that the applicant is a member of a targeted group. This form may also be given to the Internal Revenue Service for administration of the Internal Revenue laws, to the Department of Justice for civil and

criminal litigation, to the Department of Labor for oversight of the certifications performed by the SWA, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

**Recordkeeping.** . . . 6 hrs., 27 min.  
**Learning about the law or the form.** . . . . . 24 min.  
**Preparing and sending this form to the SWA.** . . . 31 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments from [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Click on "More Information" and then on "Give us feedback." Or you can send your comments to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224.

Do not send this form to this address. Instead, see *When and Where To File* in the separate instructions.