

## 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.

Daniel Seetaram  
Name (please print)

[Signature]  
Signature

Feb 21-2022  
Date

181202 58  
Driver's License Number

2-10-79  
Date of Birth

Select Transportation Resources  
Company Representative (please print)

(Houston Freightliner)

[Signature]  
Signature

2/21/22  
Date

# **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

Feb 21, 2022  
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

Feb 21, 2022  
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

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

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

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: Feb 21, 2022

Applicant Signature: 

Printed name: Daniel Sectaram

  
On Behalf of The Cole Group

# PERSONNEL ACTION NOTICE

**CONFIDENTIAL**

Printed On: 2/21/22

☒ New Hire    ☐ Change    ☐ Separation

**Last Name**                      **First Name**                      **MI**

**Effective Date:**

**Branch:**     **Department:**

**SSN:**

**Address**                                      **Apartment**

**Employee ID:**

**City**                      **State**                      **Zip**

**Telephone:**

PLEASE COMPLETE ONLY THE APPROPRIATE SECTION BELOW

## NEW HIRE: FILL OUT ALL INFORMATION FOR PROPER NEW HIRE SET-UP

**Hire Reason:**         **Employment Status:**

**Driver's Licence Number:**     **State of Issuance:**

**DOB:**     **Sex:**     **Ethnic Code:**     **Marital Status:**

**Job Title:**     **Starting Rate:**     **per**

**Bonus or Commission Plan?**     **Bonus Level:**     **Other:**

## CHANGE: CHOOSE THE APPLICABLE OPTIONS & EXPLAIN IN THE REMARKS SECTION IF NECESSARY

☐ **Branch:**    From:     To:

☐ **Department:**    From:     To:

☐ **Pay:**    From:     per     To:     per

**Pay Change Reason:**

☐ **Job Title:**    From:     To:

☐ **Employment Status:**    From:     To:

**Remarks:**

**SEPARATION:**    **Hire Date:**     **Last Day Worked:**     **Separation Date:**

**Type:**     **Reason:**     **Eligible for Rehire?**    ☐ Yes    ☐ No

**Remarks:**

RECOMMENDED

DATE

APPROVED

DATE

AUTHORIZED

DATE