

# APPLICATION FOR EMPLOYMENT

Quality Towing is an Equal Opportunity Employer who is committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

PERSONAL INFOMATION					
DATE OF APPLICATION	POSITION APPLYING FOR				
FULL LEGAL NAME FIRST	MIDDLE	LAST			
HAVE YOU EVER USED ANOTHER NAME? YES NO	IF YES, PLEASE EXPLAIN:				
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:				
CURRENT ADDRESS	CITY	STATE ZIP			
MAILING ADDRESS (IF DIFFERENT THAN ABOVE)	CITY	STATE ZIP			
TELEPHONE NUMBER:	EMAIL:				
POSITION DESIRED: FULL-TIME	PART-TIME EXPECTED	WAGE: \$			
DAYS AND HOURS AVAILABLE:					
DATE AVAILABLE TO START:	If hired, can you present evright to live and work in th	ridence of U.S. Citizenship or legal is country? YES NO			
Have you ever applied or been employed by Quality  If yes, please explain:					
Towing and Recovery before?  Do you have any friends or relatives working for Quality and YES NO YES					
Towing and Recovery?	relationship(s):				
Have you ever pled guilty or "no contest" to, or been convicted of, a misdemeanor or felony? YES NO  If yes, please provide the dates and details:					
Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial? YES NO					
If yes, please give the date(s) and details:					
Note: Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such age and time of the offence, seriousness and nature of the violation, and rehabilitation will be take into account. (Do not include convictions for which the record has been sealed, expunged, and/or dismissed).					

Do you have a valid Driver's License: YES NO License Number State Expiration Date
Has your license ever been revoked, denied, suspended or canceled? YES NO If yes, please explain.
If any, give details of all accidents you have had in the last 5 years:
If any, give details of all traffic violations in the last 3 years:
If applying for a driving position, did you include your 10 year driving record (H6) from the DMV? YES NO
If hired, do you have adequate transportation to and from work? YES NO
If, hired, can you furnish proof that you are over 18 years of age? YES NO
Are you able to perform the essential functions for the job you are applying, either with or without reasonable accommodation? YES NO
If no, please describe the function that cannot be performed:
(Note: We comply with the American Disabilities Act and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. May be subject to medical exam, skill and agility tests.)
Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying. (i.e. computer skills, language, etc.)
Have you ever been terminated or asked to resign from any job? YES NO  If yes, please explain:
May we contact your current employer? YES NO If no, please explain:
Why do you feel you are qualified for this position? (Please feel free to use additional space if necessary.)

# RECORD OF PREVIOUS EMPLOYMENT Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including any period of unemployment. If self-employed, give firm name and supply business reference. (Add additional pages if necessary.) Present/last employer Company Name **Position Title Telephone Number** Address State Zip City Employed from: **Employed to:** Ending Salary/Per Name of immediate Supervisor Title May we contact? ∃YES □NO Describe your current duties and scope of primary responsibilities: Reason(s) for leaving: **Position Title Company Name Telephone Number** Address City State Zip Employed from: Ending Salary/Per Employed to: Name of immediate Supervisor Title May we contact? YES NO Describe your current duties and scope of primary responsibilities: Reason(s) for leaving: **Company Name Position Title Telephone Number Address** City State Zip **Employed from:** Employed to: Ending Salary/Per Name of immediate Supervisor Title May we contact? YES Describe your current duties and scope of primary responsibilities: Reason(s) for leaving:

Employee Name:	Social Security Number:
Employee Address:	Employee Phone:
Employee's Physician Name:	Physician Phone:
Physician Address:	
Current or previous injuries:	
Emergency Contacts	
In the event of an emergency, I, the unfollowing person(s):	ndersigned employee, authorize Quality Towing to contact the
1. Contact Name:	Phone (Home/Cell):
Address:	Phone (Work):
Relationship to Employee:	Other contact method:
2. Contact Name:	Phone (Home/Cell):
Address:	Phone (Work):
Relationship to Employee:	Other contact method:
I declare under penalty of perjury un correct.	der the laws of the State of California that the foregoing is true and
Print Name	Signature Date

		EI	DUCATION RECOR	<u>RD</u>		
		Name and location	Number of years completed	Did you graduate?	Degree or	Diploma
High Scho	ol			☐YES ☐NO		
College or				☐ YES ☐ NO		
University						
Graduate	School			☐ YES ☐ NO		
Vocationa Business/				☐ YES ☐ NO		
	l Informatio	on:				
			REFERENCES			
Name		Occupation	Address	Telephone	Relation	Years Known
	and the second	APPLICANTS	STATEMENT AND	AGREEMENT	the state of the s	
Applicants please read carefully and initial each paragraph and sign below.						
INITIALS	In the event of my employment to a position in Quality Towing (herein referred to as the Company), I will comply with all rules and regulations set by this Company. I understand that the Company requires me to submit a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the passing of a physical examination. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honesty tests, prior to and during my employment. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.					
INITIALS	I authorize the Company to perform a background check and understand that my personal information will be provided to HireRight to conduct my background check, prior to my employment. I further understand that the Company may obtain Public Records about me as part of a background investigation. If you wish to receive a copy of any consumer report or investigative consumer report obtained by the Company, please indicate your request by checking this box.					
INITIALS	I authorize the Company to place me on the California Highway Patrol Pull Notice, which will monitor my driving record and require random drug tests throughout the year and for the duration of my employment.					
INITIALS	I understand a mandatory 80-hour training course needs to be completed and passed prior to being assigned to a vehicle and work area. I further understand a maximum of 80 hours of training are approved unless otherwise agreed upon in writing and all training hours will be paid at the current minimum wage rate set by the State of California. I also understand I will be required to check-in and checkout with management and sign my timesheet on a daily basis.					

#### INITIALS

I further understand that the Company may contact my previous employers. I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby waive any rights or claims I have or may have against my former employers, their agents, employees, and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself. I also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

### INITIALS

I agree that Company and I will both utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment and/or application for employment, including but not limited to the termination of employee's employment and Employee's compensation. The Company and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent myself or the Company in a lawsuit against the other in a court of law. Both the Company and I agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officer, manager, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (FAA), and, the extent they do not conflict with the terms of this Agreement, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The FAA applies to this agreement because the Company's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as many otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceeding before the California Department of Fair Employment and Housing, or the United State Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, both the Company and I give up their right to trial by jury of any claim either may have against the other. This agreement is not intended to interfere with my right to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and I understand that they Company has agreed that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

#### INITIALS

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all right to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of judicial officer form civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modification to the Act's procedures, the arbitrator shall extend the times set by the Act for giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion.

# INITIALS

Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. Within thirty days of the arbitrator's final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party's written request, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the aw and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.

## INITIALS

This is the entire agreement between the Company and I regarding dispute resolution, the length of Employee's employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

INITIALS	It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by myself and the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement contrary to the foregoing. Oral representations made before or after employment do not alter this agreement.	
INITIALS	I understand and acknowledge that the terms of this agreement include a waiver of any substantive or procedural rights that I may have to bring an action on a class, collective, private attorney general, representative or other similar basis. However, due to the nature of this waiver, the Company has provided me with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, I expressly agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative or other similar basis, unless I check this box $\square$ .	
INITIALS	If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be served and the remainder of this Agreement shall be enforceable.	
INITIALS	If hired, I agree as follows: My employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by wither the Company (employer) or me (employee) at any time and for any reason whatsoever, with or without good cause.	
INITIALS	I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.	
IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT AND AGREEMENT, PLEASE ASK A COMPNAY REPRESENTATIVE BEFORE SIGNING. BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.		
DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STAEMENT AND STATEMENT AND AGREEMENT.		
	SIGNATURE OF APPLICANT DATE	

