

EMPLOYMENT APPLICATION

(THIS APPLICATION EXPIRES AFTER 30 DAYS)

GST Transport Systems – Midwest, L.L.C.

Company Name

We are an Equal Opportunity Employer. Race, color, religion, age, sex, disability or national origins are not factors in decisions relating to employment, promotion, compensation or working conditions. Those applicants requiring reasonable accommodations to the application and/or interview process should notify a representative of the Human Resources Department.

Please Print

Application Information

Date: _____ Social Security Number: _____

Name: _____ Home Phone #: () _____
Last First Middle Initial

Address: _____ Alternate Phone #: () _____
Street Apt. #

City/State: _____ Zip Code: _____

Email Address: _____

Have you ever been employed by The Company or its affiliated companies? Yes No If so, when? _____

Do you have any friends or relatives working for The Company or its affiliated companies? Yes No

If yes, state name and relationship: _____

Emergency Contact: _____ Relationship: _____

Address: _____ Telephone #: () _____
Street City, State, Zip Code

Do you have a valid driver's license? Yes No Issuing State: _____ License #: _____

Are you legally eligible to work in the United States? Yes No
(If offered employment, you will be required to provide documentation to verify eligibility.)

General Information About Employment Desired

Position you are applying for: _____ Full-time or Part-time (*circle one*)

Days of the week you are available to work: _____

Hours you are available to work: _____ Are you available to work weekends and/or holidays? _____

If not, why? _____

If part-time, number of hours per week desired: _____ Are you available to be on-call? Yes No

Are you available to work evenings and nights? Yes No Are you available to work overtime? Yes No

What date could you start work? _____ Are you able to travel on company business? Yes No

Hourly rate of pay or monthly salary desired: _____ Are you open to relocation? Yes No

Source of referral: Employee _____ Agency _____
(Employee Name)

Advertisement _____ Other _____
(Please Specify)

Have you ever been convicted of or pled guilty or no contest to any crime other than a minor traffic violation or as a youthful offender? Yes No

Are you currently on probation under the terms of deferred adjudication? Yes No
 Mere conviction of a crime is not an automatic bar to employment. All factors will be considered.

If yes, explain giving relevant dates and details: _____

Education & Training (Including On-the-Job Training)

	Name of School or Seminar Sponsor	City, State	Course of Study	Did You Graduate?		Type of Degree Received
				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
High School				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Community College				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Trade School				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
College/ University				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Advanced Degrees				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Seminars/ Other				N/A		

Computer Skills	Dates Used	Level of Proficiency <i>(1 = lowest to 10 = highest)</i>
Hardware:		
Software:		

Professional References

Identify individuals whom we may contact to discuss your skills and capabilities. Family members may not be included as a reference.

Name	Phone	Relationship	Time Known

Special Skills

Describe any other experience, training, qualifications or skills which will enhance your contribution to the work environment: _____

Professional Society Memberships: _____

Licenses (including issuing states): _____

Employment History

List below all previous employers starting with your present or most recent position (last 10 years is sufficient).

May we contact your PRESENT employer for references? Yes No

Name of Company: _____
Address: _____
Street City State Zip Code
Telephone #: () _____ - _____
Name of Supervisor: _____
Position and Duties: _____
Date of Employment: _____
Start Date (Month/Year) End Date (Month/Year)
Starting rate of Pay: _____ Ending rate of pay: _____
Base Pay Bonus Potential Base Pay Bonus Received
Reason for Leaving: _____

Name of Company: _____
Address: _____
Street City State Zip Code
Telephone #: () _____ - _____
Name of Supervisor: _____
Position and Duties: _____
Date of Employment: _____
Start Date (Month/Year) End Date (Month/Year)
Starting rate of Pay: _____ Ending rate of pay: _____
Base Pay Bonus Potential Base Pay Bonus Received
Reason for Leaving: _____

Name of Company: _____
Address: _____
Street City State Zip Code
Telephone #: () _____ - _____
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Position and Duties: _____
Date of Employment: _____
Start Date (Month/Year) End Date (Month/Year)
Starting rate of Pay: _____ Ending rate of pay: _____
Base Pay Bonus Potential Base Pay Bonus Received
Reason for Leaving: _____

Please read each paragraph below carefully. If there is any part of this page you do not understand, please ask for clarification before signing.

I understand that nothing contained in the application or conveyed to me during any interview which may be granted is intended to create an employment contract, implied or explicit, between me and The Company. In addition, I understand and agree that if I am employed, my employment is for no definite period and may be terminated at any time, with or without prior notice, with or without cause or reason, at the option of either myself or The Company, and that no promises or representations modifying this at will employment relationship are binding on The Company unless made in writing and signed jointly by an authorized agent of The Company and myself.

I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the responses to this application (including any attachments) 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 on this application or on any documents 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.

I hereby authorize Friedkin Companies, Inc. (FCI) and/or The Company to thoroughly investigate my references, work records, education and other matters related to my suitability for employment and, further, authorize my current and former employers to disclose to FCI and/or The Company any and all letters, reports, and other information pertaining to my employment with them, without giving me prior notice of such disclosure. In addition, I hereby release FCI and/or The Company, my current and former employers, all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

I understand that employment is contingent on my passing a pre-employment drug screen and post-offer physical examination (if a physical is relevant to the position for which I am applying). By signing this application, I voluntarily agree to submit to a pre-employment drug screen and post-offer physical examination. I understand that failure to pass either will result in withdrawal or denial of an offer for employment.

If hired, I also agree to submit to random drug testing as a condition of employment. I agree that FCI and/or The Company may conduct drug screenings at its sole discretion with or without notice, with or without cause or reason. I also understand that refusal to submit to a random alcohol/drug screen will be considered a voluntary resignation of employment.

If the position applied for requires driving in the course of work, I understand that I will be required to possess a current and valid driver's license and understand that I may be required to provide a copy of my official driving record and proof of insurance. I also understand that any offer of employment is contingent on my ability to be covered by The Company's insurance policy if required for my position.

My signature below certifies that I have read and understand each paragraph above, and agree to the terms and conditions outlined in the document.

Applicant's Signature

Date

BACKGROUND CHECK ORDER FORM & FAX TRANSMITTAL

From: [Friedkin Business Services](#)

Date: _____

1375 Enclave Parkway
Houston, TX 77077
Fax (713) 580-5609

pages sent (incl. cover sheet): _____

Requested by:

Phone:

E-mail Address:

- Carolina Ruiz (713) 580-3488
- Connie Bryant (713) 580-3547
- Chana Harding (713) 580-3484
- Roseann Williams (713) 580-3549

- cruiz@friedkin.com
- cbryant@friedkin.com
- charding@friedkin.com
- rwilliams@friedkin.com

<u>First Name</u>	<u>Middle Name</u>	<u>Maiden Name</u>	<u>Last Name</u>
<u>List all Names used other than current or maiden name.</u>			
<u>Current Address</u>		<u>City/State/Zip Code</u>	<u>How Long?</u>
<u>List all the cities and counties you've lived in during the last seven years.</u>			
City, County	How Long?	City, County	How Long?
1) _____	_____	3) _____	_____
2) _____	_____	4) _____	_____
<u>Social Security Number</u>		<u>Date of Birth</u>	<u>Gender</u>
- - -			
<u>Drivers License Number</u>	<u>State</u>	<u>Position Applying For</u>	<u>Income Range</u>
			<input type="checkbox"/> Under \$75,000 <input type="checkbox"/> Over \$75,000

For internal use only:

ACCOUNTING CODE: _____ - _____ - 61207 - 0000 - _____

PLEASE PERFORM THE SERVICES THAT ARE CHECKED BELOW:

- | | | |
|--|--|--|
| <input type="checkbox"/> Criminal History (includes Nationwide search) | <input type="checkbox"/> Education Verification | <input type="checkbox"/> Civil Records |
| <input type="checkbox"/> Social Security # Trace | <input type="checkbox"/> MVR / Driving History | <input type="checkbox"/> OFAC |
| <input type="checkbox"/> Current Employment Verification | <input type="checkbox"/> Professional License Verification | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Prior Employment Verification | <input type="checkbox"/> Credit Report | |

FAX TO STERLING: (212) 736-0683

DRUG TESTING AND TEMPORARY EMPLOYMENT STATUS

It is the policy of Friedkin Companies, Inc. and its affiliates (the “Company”) to have a drug-free environment. All final candidates being considered for employment by the Company must submit to and pass a drug test prior to receiving full-time or part-time employment status. Any candidate who refuses to take, fails to provide an adequate sample for, provides an adulterated sample for, or who subsequently fails the drug test will be permanently ineligible for hire.

The drug test will be conducted by a certified laboratory with all data to be held in confidence except as otherwise necessary to carry out the terms and objectives of the Company’s policies. It is your responsibility prior to the drug testing to inform the laboratory of any medication, prescribed or non-prescribed, that you may be taking and/or have taken within the last sixty (60) days prior to the testing.

In the event you are requested to begin work prior to our receipt of your drug test results, your employment status will be classified as “temporary.” To that effect, please read and sign the following release:

I understand that if I am hired prior to the Company’s receipt of my drug test results, my status is “temporary.” I understand that if the drug test results are negative, my status will change from “temporary” to full-time or part-time, and if the results are positive, I will be terminated as a temporary employee and will become ineligible for rehire in any status.

I consent to the release of the results of any drug test to authorized representatives of the Company for appropriate review. I release and discharge the Company and its affiliates, including but not limited to Friedkin Companies, Inc., stockholders, directors, officers, and employees, as well as any other person charged with liability or responsibility, from any and all claims and demands arising from the drug test and/or any effect that the test, or the refusal to take such test, may have on my employment status or my eligibility for rehire in any status. This release expressly includes any clerical or laboratory error. I further acknowledge and agree that if I am hired in any status (including temporary, full-time, or part-time), I am hired as an “employee-at-will” and can be terminated at any time for any reason, with or without cause.

Signature

Date

Print Name

Social Security Number

Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act Written Disclosure and Authorization

Pursuant to the requirements of the Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act and in connection with my application for employment, employment, or contract for services with GST Transport Systems – West, L.L.C (“the Company”), I fully understand this release acknowledges that the Company may now or at any time during my employment with the Company, conduct a credit report, consumer report, and/or investigative consumer report¹. I understand that these consumer reports may include verification of prior employment, educational verification, licensure verification, driving record, previous addresses, public records relative to criminal charges, financial/credit history, general background, and/or personal character. The investigative consumer report will be requested from the following Consumer Reporting Agency:

Sterling InfoSystems, Inc.
249 West 17th Street #6
New York, NY 10011-5388

I authorize and request, without reservation, all consumer reporting agencies and any party or agency to release said information without restriction or qualification. A photocopy of this authorization shall have the same effect as the original.

I understand that according to the Fair Credit Reporting Act, prior to taking an adverse action based, in whole or in part, on the information contained in the consumer report, a copy of the consumer report as well as a written summary of my rights under the Fair Credit Reporting Act will be provided to me. Upon written request, within a reasonable period of time after my receipt of this disclosure, a complete and accurate disclosure of the nature and scope of this investigative consumer report, which may involve personal interviews with sources such as neighbors, friends and associates, will be made to me. This disclosure shall be made in writing no later than three days after the date on which the request for such disclosure was received or such report was first requested, whichever is later.

I understand the information obtained can be used as one basis for employment, promotion, reassignment, and/or retention. I further understand that the information obtained will be used in compliance with the Fair Credit Reporting Act, the Federal Americans with Disabilities Act (ADA) and/or any other applicable federal or state laws. I understand that if I am denied employment because of information contained in whole or in part in my consumer report I have the right to be notified and given the name and address of the agency or source that provided the information.

I hereby discharge, release, and indemnify the Company, the consumer reporting agency used to furnish the report, their agents, servants, and employees, and all parties that rely on this release and/or the information obtained with this release from any and all liability and claims arising by reason of the use of this release and dissemination of information that is false and untrue if obtained from a third party without verification.

Continued on next page

¹ A consumer report may contain information as to character, general reputation, personal characteristics, mode of living, employment records, education verification, licensure verification, driving record, previous addresses, and public records relative to criminal charges. An investigative consumer report means a consumer report or portion thereof in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with persons having knowledge.

**Fair Credit Reporting Act and
California Investigative Consumer Reporting Agencies Act
Written Disclosure and Authorization
Page 2**

It is expressly understood that the information obtained through the use of this release will not be verified by the consumer reporting agency who may be reached at 1-800-899-2272.

The authorization granted herein does not expire so long as I am employed with the Company, to the extent permitted by law, unless I revoke or cancel my consent by sending a signed letter or statement to the Company at any time.

I have read and understood the above information, and assert that all information provided by me is true and accurate. I consent and agree to authorize the execution of this release in full by my signature this date.

For applicants that currently live in California, Minnesota and Oklahoma only:

I wish to receive a free copy of any Consumer Report and/or Investigative Consumer Report that is requested on me.

Please refer to the Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act for your specific rights.

Applicant's Signature

Date

Printed Name

A Summary of Your Rights Under California Civil Code §1786.22

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

- (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
- (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
- (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-800-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051