

STOP !!!!!

**PLEASE BE ADVISED WE WILL NOT
PROCESS YOUR APPLICATION IF
YOU CAN NOT MEET OR PRODUCE
THE FOLLOWING:**

- 1. VALID DRIVER'S LICENSE**
- 2. HIGH SCHOOL DIPLOMA OR GED**
- 3. TWO FORMS OF ID**

**WE DO RUN BACKGROUND
INVESTIGATIONS... IF YOU HAVE A
FELONY CONVICTION PLEASE SEE
HR MANAGER**

**WE ALSO DO PRE-EMPLOYMENT
DRUG TESTING**

**ALL FEILDS BELOW MUST BE FILLED. IF
THE FIELD IS NOT APPLICABLE PUT N/A OR
LEAVE UNCHECKED. AFTER COMPLETION
CLICK SUBMIT/PRINT BUTTON ON THE BOTTOM
OF THE LAST PAGE OF THIS DOCUMENT.**



APPLICATION FOR EMPLOYMENT

This form has been designed especially to help you. Please answer all questions fully. Completion of this form places you under no obligation. It will permit us to review your record and give it careful consideration. The more we know about your interests, background and ambitions, the better we can train and supervise you to help put your abilities to the most productive use for our mutual benefit. All information supplied by you will be treated as personal and will be kept confidential. Receipt of this application by the employer does not constitute a contract to hire nor is there a contract implied.

Date

Job(s) applied for	How did you learn of opening?
1. _____	2. _____

PERSONAL

First Name	Middle Name	Last Name
Present Address	Street No.	City
	State	Zip
	Tele. No with Area Code	
May we contact you at work?	<input type="checkbox"/> yes <input type="checkbox"/> no	If "yes", what is your telephone number at work?
Please provide the name and address of the nearest relative or acquaintance in case of emergency on the job.	Name	Tele. No. with Area Code
	Address	Street No.
	City	State
	Zip	
Do you want to work	Have you worked for us before?	If "yes", when?
<input type="checkbox"/> Full-time or <input type="checkbox"/> Part-time. Show hours preferred.	<input type="checkbox"/> yes <input type="checkbox"/> no	
If hired, on what DATE will you be available for work?	If you are a student under age 18, will you be able to provide a work permit?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are you able to perform the essential job-related functions for the job for which you are applying?	If "yes", describe in detail.	
Have you ever been convicted of a crime excluding misdemeanors and summary offenses?	<input type="checkbox"/> yes <input type="checkbox"/> no	

Equal Opportunity Employer

MILITARY SERVICE RECORD

Have you served in the Armed Forces? <input type="checkbox"/> yes <input type="checkbox"/> no	If "yes", what branch?	Date of Duty: From	To
		Mo. Day Yr.	Mo. Day Yr.
Rank at time of Discharge	Did you receive any training that would help you in the job for which you are applying? Explain		

PRIOR WORK HISTORY-Start with your present or last employer

Name of Employer	Dates		Rate of Pay		Immediate Supervisor's Name
	From	To	Begin	End	
Employer's Address	Phone Number		Your Job Title		
What was your job? Describe.					
Reason for Leaving					
Name of Employer	Dates		Rate of Pay		Immediate Supervisor's Name
	From	To	Begin	End	
Employer's Address	Phone Number		Your Job Title		
What was your job? Describe.					
Reason for Leaving					
Name of Employer	Dates		Rate of Pay		Immediate Supervisor's Name
	From	To	Begin	End	
Employer's Address	Phone Number		Your Job Title		
What was your job? Describe.					
Reason for Leaving					
Name of Employer	Dates		Rate of Pay		Immediate Supervisor's Name
	From	To	Begin	End	
Employer's Address	Phone Number		Your Job Title		
What was your job? Describe.					
Reason for Leaving					
May we contact your present employers? <input type="checkbox"/> yes <input type="checkbox"/> no		May we contact your previous employers? <input type="checkbox"/> yes <input type="checkbox"/> no		If "no", which ones(s) do you not wish us to contact?	
Which of your jobs did you like most and why?					
Which of your jobs did you like least and why?					
UNEMPLOYMENT DATA					
Explain and give details of any period of unemployment longer than 30 days, including time in school.					

EDUCATIONAL BACKGROUND

Type School	Name and Address	No. Yrs. Attended	Graduated	Course or Major	List Honors Recieved
Elementary School		<input type="checkbox"/> 5	<input type="checkbox"/> yes <input type="checkbox"/> no		
		<input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8			
High School		<input type="checkbox"/> 1	<input type="checkbox"/> yes <input type="checkbox"/> no		
		<input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4			
College			<input type="checkbox"/> yes <input type="checkbox"/> no		
Complete this section if you attended more than one college			<input type="checkbox"/> yes <input type="checkbox"/> no		
Post Graduate			<input type="checkbox"/> yes <input type="checkbox"/> no		
Business, Trade or Other			<input type="checkbox"/> yes <input type="checkbox"/> no		

Training and Experience

Schooling or Experience

List Technical Experience/Training

Yrs.	Mo.		Words per Minute
		Typing	
		Shorthand	
		Speed writing	
		Accounting	
		Bookkeeping	
		Word Processor Experience	
		Personal Computer Experience	
		Main Frame Experience	
		Fax Machine Experience	
		Switchboard Experience	
		Foreign Language Experience (Country)	

	Yrs.	Mo.		Yes	No
Air Conditioning					
Brakes					
Transmission					
Exhaust System					
Electrical System					
Align/ Balance					
Tune-up					
Engine					
Welding Certificate	Yes	No	Atch		



APPLICATION FOR EMPLOYMENT

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY:

By signing below, I certify that I have read, understand and agree to each of the following statements:

All of the information I have supplied on this application is true, accurate and complete, to the best of my knowledge, and I have not knowingly withheld any information which, if known to the Company, would affect my application unfavorably.

If I am hired by the Company, and if the Company discovers at any time during my employment that any of the statements or answers on this application are false, misleading, or incomplete, I may be dismissed immediately from my job.

This employment application will be considered active for ninety (90) days from the date below. If I want to be considered for a job with the Company after this period of time I must fill out another application.

I agree to submit to a medical examination which may include testing for drugs or alcohol prior to beginning work with the Company. I understand that if I am employed by the Company, I may be required, when job related and consistent with the Company's business needs, to undergo a medical examination or testing for alcohol. I further understand that I may be required to submit to a test for the use of illegal drugs at any time as permitted by law.

In consideration of my employment with the Company, I agree to abide by all the Company's rules and regulations.

I understand that nothing in this employment application creates a contract of employment between me and the Company. If I am hired by the Company, my employment and compensation are "at will", which means that my employment can be terminated, either by the Company or by me, with or without cause, and with or without notice. I understand that no manager or supervisor has the authority to make any employment agreement with me, either orally or in writing, that is not an at-will agreement. Only the President of the Company has the authority to enter into an employment agreement with me for any specified period of time.

I agree to release to the Company or its designated agents all medical information, including but not limited to files, reports, x-rays, evaluations, and opinions held by medical personnel, to the extent such information is job-related and consistent with the Company's business needs as permitted by any applicable laws. I acknowledge that this is a general release and that if hired, it remains in effect for the duration of my employment.

In the event of my personal indebtedness to the Company, I authorize the Company to withhold from my wages such amounts as permitted by law to satisfy my obligation to the Company.

I give the Company my permission to conduct any investigation regarding the information contained in my employment application which the Company believes is necessary to determine my qualifications for assuming a job with the Company. I give the Company my permission to contact any former employer, school, college or university, utility company, credit or finance bureau or office, any personal or professional reference, or any other appropriate source or individual for the purpose of gathering any information, personal or otherwise, that such sources may have about my character, general reputation, credit, education, or employment record, and I give my consent to any such source to release to the Company whatever information they have about me. I also unconditionally release all named and unnamed sources from any and all liability which might result from furnishing any information about me.

Date

Signature

Social Security Number

Printed Name

Carl Gregory Enterprises, Inc.

ARBITRATION AGREEMENT

INTRODUCTION

Carl Gregory Enterprises, Inc. has a long-standing commitment to open communication and a continuing interest in fully and fairly addressing employment and business related disputes. Carl Gregory Enterprises, Inc. ("The Dealership") believes that all too often, protracted and expensive court litigation does not serve the best interests of either party to a dispute. The Dealership believes that the best way to resolve problems is to talk them out informally with the Dealership official most directly involved in the issue giving rise to the dispute.

The Dealership, therefore, encourages the use of open and frank discussion to resolve any difficulties. However, the Dealership realizes that informal discussion will not always adequately resolve disputes. For those disputes that cannot be handled through informal discussions, the following arbitration procedure is designed to facilitate a rapid, less costly, and fair resolution of a dispute in lieu of a lawsuit. This arbitration procedure benefits applicants, employees, and the Dealership, and we are proud to offer it.

Periodically, the Dealership reissues and/or revises the Arbitration Procedures and requests that all then-current employees re-acknowledge the Arbitration Procedures.

Most questions you may have about arbitration will be answered in the accompanying pamphlet entitled "Questions & Answers about Arbitration." You need to take time now to read the pamphlet carefully and understand it. You also need to read the "Arbitration Procedures" attached to this Agreement and keep the "Arbitration Procedures" for future reference.

ARBITRATION AGREEMENT

This Arbitration Agreement, between the undersigned Individual and the Dealership is intended to provide the exclusive means of resolving all disputes, as defined below, which may arise between them. In consideration for their mutual promises, both parties, by entering into this Agreement, give up their right to trial by court or by jury. This Agreement is not a contract of employment and does not alter an Individual's at-will employment status, but arises out of the Individual's application for employment with or employment by the Dealership. This is a contract evidencing a transaction involving interstate commerce. This Agreement is to be enforced under the Federal Arbitration Act ("FAA"). In the event that it is determined that the FAA does not apply, then this Agreement shall be enforced under the applicable State Arbitration laws for the State of Georgia.

1. Disputes Subject to Arbitration:

(A) Disputes subject to arbitration are all disputes between the parties which may otherwise be brought in a court or before a governmental agency, arising out of or related to the Individual's application for employment, employment, or termination of employment with the Dealership. Also subject to arbitration are disputes involving any person or entity whose liability or right of recovery derives from a dispute which is covered by this Agreement (e.g. partner, agent, subsidiary or parent corporation, affiliate, shareholder, successor or assign of a party).

(B) Such disputes include, but are not limited to the following claims: refusal to hire, wrongful termination, breach of contract, defamation, assault, battery, violation of public policy, negligent retention, negligent supervision, negligent entrustment, invasion of privacy, retaliation, wrongful imprisonment, infliction of emotional distress, any other tort, contract, equitable, statutory, or constitutional claim, breaches of any duty owed by an employee to an employer, and claims against an employee, officer, director or agent of the Dealership who has agreed to arbitrate a claim which would directly or indirectly subject either party to liability. Disputes also include any claims of discrimination or harassment prohibited by applicable law, including but not limited to statutory and/or common law claims of discrimination or harassment on the basis of age, race, national origin, religion, disability, sex/gender, color, veteran status, or citizenship status, among others. Further, disputes include claims related to payment of wages and compensation, polygraph examinations, layoffs due to closings, health, retirement or pension benefits, veterans' rights, obtaining or using credit reports, background checks or investigations, drug testing, whistleblowing activity, and leaves of absence. Class actions and requests for declaratory relief are also covered by this Agreement.

(C) Actions by either party for a temporary restraining order or other preliminary injunctive relief may be pursued in a court of competent jurisdiction pending resolution of the underlying dispute in arbitration.

(D) Any claim for unemployment or workers' compensation benefits which is subject to the exclusive jurisdiction of a state agency and charges filed with the National Labor Relations Board ("NLRB") are not covered by this Agreement. Also not covered by this Agreement is any claim which is based upon an employee benefits plan that is underwritten by a commercial insurer which decides payment of claims and does not agree to arbitrate under this Agreement.

(E) While this Agreement does not preclude the filing of a charge with the NLRB, the Equal Employment Opportunity Commission or other federal agencies, the dispute underlying such charges (other than before the NLRB) shall be arbitrated under this Agreement; a party need not file a charge or complaint with any agency as a prerequisite to initiating arbitration under this Agreement.

2. Authority of the Arbitrator: Resolution of disputes shall be based solely upon the law governing the claims and defenses asserted. The Arbitrator shall have the authority of a trial court judge sitting without a jury, but may not add to, modify, invalidate or ignore any provision of this Agreement or the Arbitration Procedures, nor may the Arbitrator invoke any basis (such as "just cause" or "seniority") other than controlling law. The Arbitrator shall be a qualified arbitrator such as a retired or former court judge or experienced attorney trained as an arbitrator, selected as provided under the Arbitration Procedures.

3. **Procedures Governing Arbitration Proceedings:** Procedures governing arbitration proceedings are contained in the Dealership's "Arbitration Procedures" which are incorporated by reference. A copy of the "Arbitration Procedures" is attached to this Agreement.

4. **Finality of Arbitrator's Decision:** The Award of the Arbitrator shall be final and binding unless, within thirty (30) days of service of the Arbitrator's decision, either party serves notice of appeal to a second Arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by a United States Court of Appeals of a civil judgment following a nonjury decision by a judge. The result of the appeal and any further proceedings pursuant to the appeal shall then constitute the final Award, which may be enforced by a court as provided by law.

5. **Savings Clause; Entire Agreement:** If any provision of this Agreement, including the Arbitration Procedures which are incorporated by reference, is found by a court to be invalid or otherwise unenforceable, the court shall enforce the remainder of this Agreement and the Arbitration Procedures. This Agreement constitutes the full agreement of the parties and can be changed only in writing signed by the Individual and an executive officer of the Dealership. In the event that this Agreement is in conflict with any other policy, practice or agreement of the Dealership, the terms of this Agreement shall control.

6. **Time Limits:** All disputes must be brought under this Agreement within the applicable limitations period for filing a charge or lawsuit from the event or occurrence giving rise to the dispute; if no claim is timely brought, that dispute is waived and barred forever, and no action or suit may be brought in any court or other forum.

7. **Certification:** Individual has carefully read this Agreement, certifies that he or she has been provided a copy of the Arbitration Procedures to keep, has read or will read the Procedures carefully, has had an opportunity to consult legal counsel before signing, and understands that by signing this Arbitration Agreement, both parties waive their right to trial by court or jury. This Agreement does not alter the "at-will" status of Individual.

Carl Gregory Enterprises, Inc.

Individual

By: _____

(Signature)

Its: _____

(Print Name)

Date: _____

Date: _____

**EMPLOYEE'S ACKNOWLEDGEMENT
OF ARBITRATION POLICY**

I acknowledge that I have received a copy of the Dealership's (1) Arbitration Policy; (2) Arbitration Procedures; (3) Arbitration Agreement; and (4) Dispute Resolution Pamphlet. I acknowledge that the Dealership gave me copies of these documents to keep. By signing I am affirming that I have received and understand the Dispute Resolution pamphlet and have received a copy of the Dealership's Arbitration Policy; Arbitration Procedures; and Arbitration Agreement.

Date Received: _____

Employee Printed Name

Employee Signature

Carl Gregory Enterprises, Inc.

ARBITRATION PROCEDURES

These Arbitration Procedures ("Procedures") are expressly incorporated into the parties' Arbitration Agreement.

PROCEDURE 1: JURISDICTION

A. **Federal Arbitration Act:** Due to the interstate nature of the Dealership's business, the Federal Arbitration Act, 9 U.S.C. ' 1 et seq. governs the arbitration of any claim brought pursuant to these procedures.

B. **State Law:** In the event that it is judicially determined that the Federal Arbitration Act does not apply, then the arbitration shall be governed by the law of the State of Georgia. The Procedures contained herein will be followed except where the Procedures conflict with a specific provision of state law.

PROCEDURE 2: REQUEST FOR ARBITRATION

A. **Initiating Arbitration:** A party who desires to submit a dispute to arbitration (hereinafter "Claimant") must notify the General Manager in writing of his or her desire to proceed to arbitration. The General Manager will provide the party with a copy of the Request for Arbitration form. (Attachment "A"). The Claimant must complete the form identifying the issue(s) to be arbitrated and return it to the General Manager.

B. **Notice to Parties Named:** Upon receipt of a Request for Arbitration form, the General Manager will promptly forward a copy of the Request for Arbitration form to all parties named therein by personal delivery or first class postage prepaid mail.

PROCEDURE 3: JUDICIAL COMPLAINTS

If a party who has agreed to arbitrate claims under this procedure files or causes to be filed in state or federal court a Complaint alleging a claim or cause of action which is subject to arbitration under this procedure, the General Manager or a designated representative will notify the party or the party's attorney (if an attorney has entered an appearance) of the existence of the Arbitration Agreement, and request that the case be dismissed.

PROCEDURE 4: ANSWER TO REQUEST FOR ARBITRATION, OTHER CLAIMS, AND AMENDMENTS

A. **When an Answer is Due:** Within thirty (30) calendar days of the receipt by the General Manager of the Request for Arbitration form, the Answer of the responding party (hereinafter

"Respondent") shall be filed with General Manager. The General Manager or a designated representative will forward a copy of the Answer to all parties by personal delivery or first-class postage prepaid mail.

B. Filing the Answer. Filing of the Answer may be effected by mail or other means of delivery. Filing is accomplished for purposes of this section on the date of mailing, deposit with delivery service, or, in the case of personal delivery, on the date of delivery.

C. Contents of the Answer. The Answer will specify all available defenses that will be relied upon at the hearing. It may also set forth any related Counterclaim that the Respondent may have against the Claimant and/or may initiate a third party notice to arbitrate against any other person or organization which has agreed to arbitrate under this Agreement.

D. Reply. Within twenty (20) calendar days from the mailing or personal delivery of the Answer upon the Claimant, the Claimant shall file with the General Manager or a designated representative a Reply to any Counterclaim raised in the Answer. Filing of the Reply is effected in the same manner as filing of the Answer, and shall be promptly forwarded by the General Manager or a designated representative to all parties in the same manner as the Answer. The Reply shall specify all available defenses and relevant facts that will be relied upon at the hearing.

E. Adding and Changing Disputes. Upon motion or by mutual agreement of the parties, leave to amend the documents required by these Procedures should be freely given when justice requires.

F. Filing Motions, Responses, and Replies. Motions and any Response thereto or Reply in support thereof shall be filed in the same manner as filing of the Answer, and shall be promptly forwarded by the General Manager or a designated representative to all parties in the same manner as the Answer. Any Response to a Motion or Reply shall be filed within fourteen (14) calendar days from the filing of the preceding pleading, except in the case of a Motion for Summary Judgment in which thirty (30) calendar days shall be allowed for filing the Response and fourteen (14) calendar days for any Reply.

G. Unavailable Non-Parties. Where a non-party who is alleged by either party to be jointly or partly responsible for injuries alleged, or who is alleged to share a claim, is not subject to the Arbitration Agreement or is otherwise unavailable, the arbitration shall proceed notwithstanding the absence of said party and the Arbitrator shall fashion an award which is fair and equitable to all parties, given the absence of the non-party. In order to protect a party against multiple or inconsistent judgments, the Arbitrators may, in the interest of justice, require a party to proceed with a claim against a non-party to a final resolution or waive any such claim prior to proceeding with the arbitration.

PROCEDURE 5: SERVICE OF PAPERS

All documents pertinent to the arbitration may be served by personal delivery to the parties or by first class mail, return receipt requested. Documents sent to the Dealership should be addressed to the General Manager at the Dealership's business address. Documents sent to any other party will be sent to the address shown on the Request for Arbitration form or, if no address is provided, to the party's last known address. It will be the responsibility of each party to ensure that all other parties are kept advised of their current mailing address. If a party is represented by counsel, the papers must be served upon the party's counsel rather than the party.

PROCEDURE 6: EXTENSION OF DEADLINES

Prior to the expiration of any time period for a party to act, the parties may agree to extend the deadline, or upon motion, the Arbitrator may extend any such deadline for good cause.

PROCEDURE 7: SELECTION OF AN ARBITRATOR

The parties shall mutually select an Arbitrator from a panel by using the following Procedure:

A. Mutual Selection Process: Within a reasonable time after receiving the Request for Arbitration, the General Manager or a designated representative shall request a list of seven (7) proposed qualified Arbitrators from the arbitration service utilized in the particular arbitration. When requesting the panel, the General Manager or a designated representative will specify that the Arbitrators shall have some previous experience or background in the subject matter of the grievance. The arbitration service shall, in conjunction with providing a list of potential Arbitrators, inform the parties of the names and employment histories of the Arbitrators for the past ten (10) years, as well as the information disclosed pursuant to Procedure 7 B. A party may make further inquiry of the arbitration service concerning an Arbitrator's background.

Within seven (7) calendar days after receipt of the panel of proposed arbitrators and information required to accompany that list, the parties will confer by telephone or in person to strike names from the panel of arbitrators. This seven (7) calendar day period may be extended by mutual agreement of the parties. The Claimant shall strike the first name and then Respondent and any other party or parties shall each strike one name until only one name remains. The Arbitrator who is not struck shall be the Arbitrator chosen to arbitrate the dispute raised by the Request for Arbitration form and any Counterclaims or third party claims. The General Manager or a designated representative will notify the arbitration service within a reasonable time thereafter of the individual selected to be the Arbitrator.

B. Disclosures Required of Arbitrator: Each Arbitrator shall be required to disclose to the arbitration service any circumstances which might preclude him or her from rendering an objective and impartial determination. Each Arbitrator shall disclose:

- (1) any direct or indirect financial or personal interest in the outcome of the arbitration;
- (2) any existing or past financial, business, professional, family or social relationships that are likely to affect impartiality or might reasonably create an appearance of partiality or bias;
- (3) any such relationships which they personally have with any party or its counsel, or with any individual whom they have been told will be a witness; and/or
- (4) any such relationship involving members of their families or their current employers, partners or business associates.

Persons who are requested to accept appointment as Arbitrators should make a reasonable effort to inform themselves of any interests or relationships described above. The obligation to disclose interests, relationships, or circumstances that might preclude an Arbitrator from rendering an objective

and impartial determination is a continuing duty that requires a person who accepts appointment as an Arbitrator to disclose, at any stage of the arbitration, any such interests, relationships, or circumstances that arise, or are recalled or discovered. Prior to the commencement of the first hearing session, the arbitration service may remove an Arbitrator based on information disclosed pursuant to this section. The arbitration service shall also inform the parties of any information disclosed by the Arbitrator pursuant to this section, even if the Arbitrator who disclosed the information is not removed.

C. Unavailability of Selected Arbitrator: If the Arbitrator selected from the first proposed list is for any reason unavailable or unable to serve, the General Manager or a designated representative shall so notify the arbitration service of same within a reasonable time, and shall in turn, request the arbitration service to send another list of seven (7) proposed Arbitrators which complies with Procedure 7A and the mutual selection process will be repeated.

D. Disqualification or Other Disability of an Arbitrator:

(1) Challenge to Qualifications. Any party, upon learning of a reason which would disqualify the Arbitrator from deciding the dispute, may request that the Arbitrator recuse herself or himself. If the Arbitrator does not recuse herself or himself, a party may appeal to the arbitration service which shall rule upon the request by applying the standards a judge would use in deciding a motion to recuse.

(2) Inability to Serve. In the event that an Arbitrator, after the commencement of the first hearing session and prior to the rendition of the award, should resign, die, withdraw, be disqualified or otherwise be unable to perform as an Arbitrator, the mutual process for selecting a new Arbitrator presented in Procedure 7A shall be repeated.

E. Delay in Arbitration Selection Does Not Affect Other Time Limitations: Because the parties intend that this be an expedited procedure, a delay in the selection of the Arbitrator shall not excuse any party from failing to comply with the time limitations set forth herein for filing pleadings and initiating discovery.

PROCEDURE 8: SCOPE OF ARBITRAL AUTHORITY

A. Identification of Legal Basis for Claim: In hearing and resolving any claim or counterclaim, the Arbitrator must first identify the state or federal law upon which the claim or counterclaim relies. If any notice of arbitration or counterclaim fails to identify such basis, the Arbitrator may require the noticing party to more clearly and precisely identify the legal and/or factual basis of the claim or counterclaim. The Arbitrator may also direct such relief upon appropriate request by a party or dismiss the claim.

B. Decision Confined to Law Governing Claim: After identifying the state or federal basis for the claim or counterclaim, the Arbitrator's authority is strictly limited to resolving the claim or counterclaim on the basis of such state or federal law. The Arbitrator may not resolve any claim or counterclaim on any other basis. The Arbitrator may not resolve any claim or counterclaim by looking beyond the law upon which the claim or counterclaim is based and may therefore not invoke or rely upon concepts of just cause, seniority or any other concept which is beyond that particular law upon which the claim or counterclaim is based.

C. Priority and Applicability of Authority:

- (1) **Federal Law Claims.** If the claim or counterclaim is based upon federal law, the Arbitrator shall treat as controlling, in the following order, any relevant decision by the United States Supreme Court, federal Court of Appeals for the circuit in which the hearing is held, the federal District Court in the district in which the hearing is held. The Arbitrator should also consider any relevant regulations or other administrative guidelines. The Arbitrator should apply ordinary principles of statutory construction to claims and counterclaims based upon statutes. The Arbitrator shall consider all other relevant federal or state case law to be persuasive authority. The Arbitrator may also consider as persuasive learned treatises, legal publications and the like.
- (2) **State Law Claims.** If the claim or counterclaim is based upon state law, the Arbitrator shall treat as controlling, in the following order, any relevant decision by the highest appellate court of the state, followed by the lower appellate courts and then the trial courts. The Arbitrator shall apply ordinary principles of statutory construction to claims and counterclaims based upon statutes. The Arbitrator shall consider all other relevant federal or state case law to be persuasive authority. The Arbitrator may also consider as persuasive learned treatises, legal publications and the like.

PROCEDURE 9: LOCATION FOR CONDUCTING ARBITRATION PROCEEDINGS

The Arbitrator shall determine where the Arbitration will be held, giving proper consideration to such factors as the location of witnesses and evidence, and the parties' preference.

PROCEDURE 10: DISCOVERY

A. Information Requests: Any party may serve a written request for information or documents ("information request") upon another party any time after filing of the Request for Arbitration. Discovery need not be filed with the Arbitrator unless necessary for the resolution of any Motion.

B. Time For Response to Information Requests: Unless a greater time is allowed by the requesting party, information requests shall be satisfied or objected to within thirty (30) calendar days from the date of service. Upon written request to the Arbitrator by a party whose information request is unsatisfied, the matter will be resolved by the Arbitrator pursuant to Procedure 10 H.

C. Service: Service under this section shall be by personal delivery or first class mail or personal delivery, return receipt requested, and shall be deemed effective upon personal delivery or mailing.

D. Depositions: Upon request, the Arbitrator will authorize the taking of depositions and the issuance of subpoenas to compel the attendance of witnesses and/or the production of documents at a deposition.

E. Experts: Discovery of facts known and opinions held by experts, otherwise discoverable under the provisions of this section and acquired or developed in anticipation of litigation, may be obtained as follows:

- (1) A party may, through information requests, require any other party to identify each person whom the other party expects to call as an expert witness at the hearing, to state the subject matter on which the expert is expected to testify, and to state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.
- (1) A party may discover facts known or opinions held by an expert who has been retained or specially employed by another party in anticipation of litigation or preparation for trial and who is not expected to be called as a witness at trial, only upon a showing of exceptional circumstance under which it is impracticable for the party seeking discovery to obtain facts or opinions on the same subject by other means.
- (2) Unless manifest injustice would result, (i) the Arbitrator shall require that the party seeking discovery pay the expert a reasonable fee for time spent in responding to discovery and with respect to discovery obtained under Procedure 10 E(3) the Arbitrator shall require the party seeking discovery to pay the other party a fair portion of the fees and expenses reasonably incurred by the latter party in obtaining facts and opinions from the expert.

F. Duty to Supplement Responses: A party who has responded to a request for discovery with a response that was complete when made, is under no duty to supplement the response to include information thereafter acquired, except as follows:

- (1) A party is under a duty to supplement the response with respect to any question directly addressed to: (a) the identity and location of persons having knowledge of discoverable matters, and (b) the identity of each person expected to be called as an expert witness at the hearing, the subject matter on which the person is expected to testify and the substance of the person's testimony.
- (2) A party is under a duty to amend a prior response if the party obtains information upon the basis of which: (a) the party knows that the response was incorrect when made, or (b) the party knows that the response though correct when made is no longer true and the circumstances are such that a failure to amend the response is in substance a knowing concealment.
- (3) A duty to supplement responses may be imposed by order of the Arbitrator, agreement of the parties, or at any time prior to the hearing through new requests for supplementation of prior responses.

G. Discovery Disputes: The parties should attempt to resolve any discovery disputes among themselves without the assistance of the Arbitrator. In the event the dispute can not be settled by the parties, the parties may request resolution by the Arbitrator. The request must be accompanied by a statement that the parties have attempted but failed to resolve their discovery dispute.

H. **Resolution of Disputes by the Arbitrator:** In resolving any discovery dispute, the Arbitrator should generally order production where the discovery request seeks unprivileged evidence which is relevant or reasonably calculated to lead to the discovery of admissible evidence. The Arbitrator should generally refuse to order production of information requests which are unreasonably cumulative, burdensome, or duplicative or seek information or documents which are obtainable from some other source that is more convenient, less burdensome, or less expensive.

The Arbitrator should also refuse to order production of requests which seek documents which are prepared in anticipation of arbitration by or for a party or by or for that party's attorney, consultant, surety, indemnitor, insurer, or agent unless the requesting party shows that it has substantial need of the materials in the preparation of the party's case and that the party is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the Arbitrator shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation.

The Arbitrator may make any ruling to protect any party to the arbitration from unreasonable discovery requests and may issue any other discovery order which justice requires.

The Arbitrator may assess the Arbitrator's costs and/or attorney fees and costs incurred in hearing and resolving any discovery dispute against the losing party to such discovery dispute.

I. **Time Limitations for Discovery:** Because it is the parties' intent that these procedures be expedited to the greatest extent possible, no requests for discovery may be initiated more than sixty (60) calendar days after the date the Answer or Reply is filed, whichever is later. This time limitation may be extended by agreement of the parties or by order of the Arbitrator.

J. **Arbitrator's Authority to Order Discovery:** The Arbitrator shall have the authority to order and enforce discovery, by way of deposition, interrogatory, document production, independent medical examination, or otherwise (collectively referred to as "Information Requests"), as the Arbitrator considers necessary to a full and fair exploration of the issues in dispute.

K. **Guidance For Arbitrator:** In resolving discovery disputes under this section, the Arbitrator should look to the terms of Rules 26 through 37 of the Federal Rules of Civil Procedure and federal cases interpreting those Rules.

PROCEDURE 11: SUMMARY JUDGMENT

A. **By Claimant:** A Claimant seeking to recover upon a claim or counterclaim may, at any time after the expiration of twenty (20) calendar days from the selection of the Arbitrator, move for a summary judgment in his favor upon all or any part thereof.

B. **By Respondent:** A Respondent against whom a claim or counterclaim is asserted may, at any time after the expiration of twenty (20) calendar days from the selection of the Arbitrator, move for a summary judgment in his favor as to all or any part thereof.

C. **Supporting and Opposing Affidavits:** Supporting and opposing affidavits shall be made on personal knowledge and shall show affirmatively that the affiant is competent to testify to the matters stated therein. The Arbitrator may permit affidavits to be supplemented or opposed by

depositions, answers to information requests, or further affidavits. When a motion for summary judgment is made and supported as provided in this section, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided by this section, must set forth specific facts showing that there is a genuine issue for the hearing. If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party.

D. Appropriateness of Summary Judgment: Summary Judgment is appropriate if the pleadings, depositions, answers to information requests, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

E. Guidance for Arbitrator: In construing and applying this section, the Arbitrator should look to Rule 56 of the Federal Rules of Civil Procedure and decisions by federal courts construing such rule.

PROCEDURE 12: ARBITRATION HEARING

A. Hearing Requirement or Waiver of Hearing: Unless the arbitration claims and counterclaims are resolved by summary judgment adjudication, any claim shall require a hearing unless all parties waive such hearing in writing and request that the matter be resolved solely upon the pleadings and documentary evidence. Notwithstanding a written waiver of a hearing by the parties, an Arbitrator may request the submission of further evidence.

B. Designation of Time and Place of Hearings: The initial hearing must be held within sixty (60) calendar days after the last day permitted for the initiation of discovery requests under Procedure 10 I, absent agreement by the parties. The time and place for the hearings shall be determined by the Arbitrator. Notice of the time and place for the initial hearing shall be given at least thirty (30) calendar days prior to the date fixed for the hearing, by personal delivery or registered or certified mail to each of the parties. Notice for each hearing thereafter shall be given as the Arbitrator may determine. Attendance at a hearing waives notice thereof.

C. Failure to Appear: If any of the parties, after due notice, fail to appear at a hearing, the Arbitrator may enter judgment against that party.

D. Evidence: The Arbitrator shall determine the materiality and relevance of any evidence proffered and shall be bound by rules governing the admissibility of evidence contained in the Federal Rules of Evidence.

E. Record of Proceedings: A verbatim record of all arbitration hearings shall be kept by stenographic reporter or tape recording. If a party elects to have the hearing record transcribed, the cost of such transcription shall be borne by the party making the request unless the Arbitrator directs otherwise, or unless a non-requesting party subsequently requests a copy of the transcript in which case the total costs of transcription (including duplicate copies, reporter's fee and Arbitrator's copy) shall be borne equally by all parties having access to the transcript. The Arbitrator may also direct that the record be transcribed.

F. Oaths of the Witnesses: All testimony shall be under oath or affirmation.

G. Post Hearing Briefs: At any party's election, or at the direction of the Arbitrator, the parties may submit post hearing briefs to the Arbitrator, and the record shall not be deemed to be closed until the last day on which briefs could be timely submitted; provided, however, that no such briefs shall contain or refer to evidence not adduced at the hearing.

H. Awards: All awards shall be in writing and signed by the Arbitrator. Such award may be entered as a judgment in a selected federal district court or state superior court having jurisdiction over the parties. Unless vacated in the manner and within the time required by law, an award shall be final and binding to the same extent as if it were a final unappealed order or judgment of the federal district court or state superior court having jurisdiction over the parties. The Arbitrator will serve a copy of the award by registered or certified mail upon all parties, or their counsel, at the address of record or by personal delivery. The Arbitrator will render an award within thirty (30) days from the date the record is closed. The award shall contain the names of the parties, a summary of the issues in controversy, the damages and/or other relief requested, the damage and/or other relief awarded, the legal authorities by which any relief is awarded, a statement of any other issues resolved, the name of the Arbitrator, the dates the claim was filed, the award rendered, any fees and costs assessed, the number and dates of hearing sessions, the location(s) of the hearing(s), and the signature of the Arbitrator. The awards shall be maintained by the General Manager. The Arbitrator may award interest as he deems appropriate. All awards shall bear interest from the date of the award until payment at the legal rate, if any, then prevailing in the state where the award was rendered, or at a rate set by the Arbitrator in the award. Any monetary awards shall be paid within ninety (90) days of receipt unless within thirty (30) days of receipt a motion for reconsideration has been filed with the Arbitrator or unless within the time required by law a motion, application, appeal, or other proceeding authorized by law has been commenced pursuant to the Federal Arbitration Act or other authority as may be applicable.

PROCEDURE 13: COSTS AND FEES

The Arbitrator's fee and expenses shall be paid for by Carl Gregory Enterprises, Inc.. Any Party entitled to an award of reasonable attorney fees and/or costs under the law governing the claim being arbitrated is entitled to such costs and/or fees upon a proper showing. The Arbitrator may assess hearing costs against any party advancing any claim, position or defense which is frivolous, vexatious, taken in bad faith, or for the sole purpose of delay.

PROCEDURE 14: COMPUTATION OF TIME

In computing time hereunder, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days. Three days will be added to the prescribed period for service by mail.

PROCEDURE 15: REVISION OF ARBITRATION PROCEDURES

The Dealership may revise these Procedures as it deems necessary consistent with the interests of fairness and due process. No such revision, however, will apply to any claim which has been submitted to arbitration prior to the date on which the revision is communicated to the parties.

PROCEDURE 16: REPRESENTATION

Unless appearing *pro se*, any party may only be represented by an attorney who is a member in good standing before any state bar. A party which is a business entity is entitled to designate a representative who shall be entitled to appear and participate in all proceedings. There shall be no *ex parte* communication with the Arbitrator, unless the parties and the Arbitrator agree to the contrary in advance of the communication.

PROCEDURE 17: APPEALS

The Award of the Arbitrator shall be final and binding unless any party appeals the Arbitrator's decision within thirty (30) days after service of the decision by notifying the other party in writing, specifically identifying the portion or portions of the decision which is/are being appealed. An Appeals Arbitrator selected in the same manner as the Arbitrator shall alone decide the appeal proceeding as far as practicable according to the law and procedures applicable to appellate review by a United States Court of Appeals of a civil judgment following a nonjury decision by a judge. The result of the appeal and any further proceedings pursuant to the appeal shall then constitute the final Award, which may be enforced by a court as provided by law. The Appeals Arbitrator shall apportion the Appeals Arbitrator's expenses and costs among the parties to the appeal in a manner consistent with due process and fairness.

REQUEST FOR ARBITRATION

COMPLAINING PARTY

Name:
Address:
Telephone:

NOTE: All correspondence concerning this matter will be sent to you at this address.

**RESPONDING PARTY
(if other than Dealership)**

Name:
Address:
Telephone:

NATURE OF CLAIM

What is your complaint? (Use additional pages if necessary).

LEGAL RIGHTS

What specific legal rights do you claim are violated?

RELEVANT FACTS

What happened to cause your complaint?

REMEDY SOUGHT
What relief are you entitled to?

SIGNATURE OF COMPLAINING PARTY

Date: _____ Signature: _____

If you have an attorney (optional), please provide the following information:

Attorney's Name:
Attorney's Address:
Attorney's Telephone:

This form must be filed with the General Manager by either personal delivery or by mail.

FOR DEALERSHIP USE ONLY

Date completed form received by General Manager _____



DISCLOSURE/RELEASE/AUTHORIZATION FORM

1. By this document, Carl Gregory Enterprises, Inc. discloses to you that a consumer report may be obtained for employment purposes as part of the pre-screening background check and at any time during your employment or affiliation.
2. This shall authorize the procurement of a consumer report by a credit reporting agency or other sources as part of the pre-screening background investigation. If accepted, this authorization shall remain on file and shall serve as an ongoing authorization for the named employer or its associates or other sources to procure consumer reports at any time during my affiliation or employment period.
3. I also authorize the procurement of an investigative consumer report and understand that it may contain information about my employment and educational background, criminal history, credit, mode of living, character and personal reputation. I also understand you may make use of the internet including social networking sites. I understand that I have the right to obtain additional disclosure as to the nature and scope of the investigation upon written request within a reasonable period of time and to obtain a copy of the report upon request. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested.
4. In connection with this request, I authorize all corporations, companies, former employers, supervisors, credit agencies, educational institutions, law enforcement/criminal justice agencies, city, state, county and federal courts, state motor vehicle bureaus and persons to release information they may have about me to the person or company with which this form has been filed if required, or their agent. I further authorize you to secure an investigative consumer report at any time, and any number of times, before, during and after my employment, if in the company's (or its designees) discretion, it has a legally permissible and legitimate business need for the information requested.

I release and hold harmless all parties involved from any and all liability for damages arising from requesting, procuring or furnishing the requested information except with respect to a violation of the Act. I authorize the employer and its agent/credit reporting agency and all associated entities and its clients to receive any criminal history information or credit report pertaining to me in the files of any state or local criminal justice agency.

My signature below also indicates that I have received a Summary of Rights in accordance with the Fair Credit Reporting Act.

Applicant's
Signature _____ PrintName: _____

Date: _____ Other Names Used _____

Social Security Number _____ / _____ / _____ Date of Birth _____

Driver's License # _____ State _____

Current Address _____ City/State _____ Zip _____

Previous address _____ City/State _____ Zip _____

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-XXX-XXXX.
- **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