

## **Conditional Offer of Employment**

We are pleased to offer you employment with 323 Logistics LLC (the "Company"). This offer of employment is conditioned upon your satisfactory completion of certain requirements, as more fully explained in this letter.

Your position will be Delivery Associate, reporting to Will Swaney. This position is a full-time position with regularly scheduled hours of 40 working 5 days a week. Of course, actual hours may vary depending on the Company's business needs. A particular schedule or number of hours is not guaranteed and the number of hours may change from week to week.

This is a non-exempt position. Your hourly rate will be \$17.25, subject to appropriate tax withholdings and deductions, payable in accordance with the Company's normal payroll cycle. Your overtime rate for hours worked over 40 hours in a workweek, or as otherwise required by applicable law, will be paid at 1.5 times your regular hourly rate, unless higher on account of a pay raise or receipt of an additional payment that must be included in the regular rate, subject to appropriate tax withholdings and deductions, payable in accordance with the Company's normal payroll cycle. Currently, the Company processes payroll on a bi-weekly on Friday. You will be paid by check or direct deposit to your bank account.

During your employment, you will be eligible for employee benefits consistent with the Company's practices and applicable law, and in accordance with the terms of the applicable benefit plans as they currently exist and subject to any future modifications in the Company's discretion. The Company's benefit offerings and employee contribution to pay for benefit plans are determined annually.

During your employment, you will be eligible to accrue Paid Time Off in accordance with Company policy. All employee benefits are subject to periodic Company review.

***YOUR EMPLOYMENT WILL BE AT-WILL, MEANING THAT YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.***

**This conditional offer of employment is contingent upon:**

1. Verification of your right to work in the United States, as shown by your completion of the I-9 form upon hire and your submission of acceptable documentation (as noted on the I-9 form) verifying your identity and work authorization. For your convenience, a copy of the I-9 Form's List of Acceptable Documents is enclosed for your review. Please bring proof of your employment eligibility with you on your first day of work.
2. Verification that you are at least 21 years of age and have a valid drivers' license of the type required to operate the applicable motor vehicle.
3. Satisfactory completion of a background check.
4. Satisfactory completion of a motor vehicle/driving record check.
5. Satisfactory completion of a five-panel drug test.

You will receive a letter or email from the Company's vendor to begin the background check process.

**This conditional offer is also contingent upon your execution of the following agreements, attached to this letter, which must be signed and returned to the Company before commencing employment:**

1. Confidentiality and Non-Disclosure Agreement
2. Authorization and Consent for Shared Information

Additionally, you will be required to sign a Mutual Agreement to Individually Arbitrate Disputes during the onboarding process when you begin employment.

This offer will be withdrawn if any of the above conditions are not satisfied. Please do not resign from your current job until you have confirmation from the Company that these conditions have been satisfied.

This letter is merely a summary of the principal terms of our employment offer and is not a contract of employment for any definite period of time. You acknowledge that this conditional offer of employment letter, along with the final form of any enclosed documents, represents the scope of the employment offer. No verbal or written agreements, promises, or representations not specifically stated herein are or will be, binding upon the Company.

This offer will be held open for five (5) business days. Upon expiration of that period, it will be deemed to be withdrawn.

We are excited at the prospect of you joining our team. If you are in agreement with the above employment offer details, please sign where indicated below and return this letter to the attention of Will Swaney, Owner. If you have any questions, please do not hesitate to call me.

Sincerely,

William J. Swaney

Will Swaney

On behalf of 323 Logistics LLC

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Client Information

**Name :**

**Date:** 8/20/2020

**Address:** q3t

Signed on **Thu Aug 20 2020 18:26:46 GMT-0700 (Pacific Daylight Time)**

**IP Address:** 63.146.204.74

## Audit Log

08/21/2020 1:26:39, **Contract signed online by client using 63.146.204.74**