



To: All Employees
Date: June 22, 2018
Re: New ADR Plan – the Solutions Plan

Attached to this memo is the newly adopted dispute resolution plan for Staffing Alternatives, Inc. and Staffing and Payroll Alternatives, Inc. The new Solutions Plan replaces the older plan called the Alternative Dispute Resolution Program – The Right Way™.

The Solutions Plan is effective July 1, 2018 for all current employees, all employees hired on or after that date, and all applicants for employment. The prior plan is terminated and replaced by the Solutions Plan as of July 1, 2018.

For our current employees, any agreement to submit disputes under the prior Alternative Dispute Resolution Program – The Right Way™ will be deemed to be an agreement to submit all disputes for resolution under the Solutions Plan.

The Solutions Plan will apply to all disputes between the Company and any applicant, employee or former employee, including statutory legal claims such as discrimination, wrongful discharge or harassment. This plan will also apply to any disputes between any applicant, employee or former employee and any participating customer of our companies. The Solutions Plan has been adopted by both Staffing Alternatives, Inc. and Staffing and Payroll Alternatives, Inc. In addition, this Plan has been adopted by most of our customers, and all covered disputes between employees and our customers are subject to this Plan.

A copy of the Plan is attached, please read it carefully. This cover memo does not alter the terms of the Plan. Please read the Plan carefully.

What the Plan Does

In general, the Plan provides:

- If you have a problem, try to get it resolved with a supervisor or manager at your worksite. If you are uncomfortable dealing with your supervisor for any reason or if you can't solve the problem, bring the problem to the attention of the management of Staffing Alternatives. These steps are available for any kind of work-related problem.
- If a problem remains unsolved and involves legally protected rights, the next step is mediation, in which an outside trained neutral mediator will assist us in working out the problem.
- If the problem still is unsolved and involves legally protected rights, the matter must be submitted to arbitration, instead of going to court. The decision of the arbitrator is final and binding on the Company, our customer and the employee or applicant.

- Employees/applicants pay a one-time filing fee (currently \$250) to submit a problem to mediation. For arbitration, Employees pay a separate one-time filing fee as set by the rules of the American Arbitration Association (currently \$300). Employees are not responsible for the remaining administrative fees, mediator fees or the fees of the arbitrator.

The Plan is intended to provide a method for solving problems that is fair, prompt and effective. Under the Plan, you can bring the same kinds of claims and obtain the same kinds of relief that you could in court. Arbitration provides a way to have a legal dispute quickly heard by a trained neutral person under less formal rules than would apply in a courtroom.

Under this Plan disputes involving legally protected rights will be resolved through mediation and arbitration instead of going to court. Once you make the request for mediation or arbitration and pay the filing fee, we are legally obligated to participate. Both you and the company are bound by the arbitrator's decision. If our customer has agreed to participate in this Plan, the customer is also required to participate in mediation and arbitration and is also bound by the arbitrator's decision.

The mediation and arbitration process will be managed by the American Arbitration Association, a well-respected non-profit organization with more than 75 years of experience in dispute resolution. The American Arbitration Association is neutral and independent of the Company.

What is Mediation?

Mediation is a process in which a trained neutral person assists the parties to a dispute to come to a solution acceptable to all. The mediator helps the parties explore options, consider differing points of view and promotes creative problem solving. The mediator helps the parties work out their *own* solution. The mediator does not make a decision for the parties. Mediation frequently helps the parties find a voluntary solution that everyone can agree on.

What is Arbitration?

In arbitration a dispute is submitted to an outside trained neutral person for a final and binding decision. The arbitrator is usually a lawyer experienced in employment law. Like a court, the arbitrator can order the Company to pay money or take other action. The decision of the arbitrator is final and generally not subject to appeals. All parties to the dispute participate in the selection of the arbitrator. Disputes are heard by a single arbitrator and there will be no jury.

Who does this apply to?

This plan applies to any applicant, employee or former employee of both Staffing Alternatives HR, LLC and Staffing Alternatives Recruiting, LLC, including temporary or co-employees (leased employees). This plan applies to claims directly against the company, as well as claims against its officers, directors, owners or employees. The Company is also required to use the Plan for claims it may have against Employees. Only claims involving legally protected rights are eligible for mediation and arbitration. Claims against our Customers are also covered.

What this Means to You

On the effective date of the Plan, the Plan becomes a term and condition of your employment. Your decision to accept employment or to continue your current employment after the effective date of

the Plan will mean that you have agreed to and are bound by the Plan. After the effective date both you and the Company are required to use the Plan as the sole method of dispute resolution.

This Plan also applies to any claims you may bring against any of the Company's Customers, provided that the Customer has agreed in writing to adopt the Solutions Plan. Most Staffing Alternatives Customers are covered by this Plan.

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Staffing Alternatives, Inc. and Staffing and Payroll Alternatives, Inc.

Solutions Plan

Adopted July 1, 2018

1. **Purpose.** The purpose of the Solutions Plan (“Plan”) is to provide a fair, prompt and effective method of resolving disputes involving Employees. The Plan is intended to create the exclusive method for resolving any Covered Dispute. The Plan shall be interpreted and applied in order to achieve these purposes.
2. **Application; Prior Plan.** This Plan applies to all disputes between Employees and the Company or between Employees and Customer, whether arising or asserted before, during or after employment. This Plan applies to any claim against any successor, representative, agent, employee, officer, director, stockholder, administrator, executor or assignee of Employee, Company or a participating Customer. Under this Plan, both Company and Customer must also submit covered claims against Employees to mediation and arbitration.

This Solutions Plan replaces the Company’s prior ADR plan - the Alternative Dispute Resolution Program – The Right Way™. The older plan is terminated and replaced by the Solutions Plan as of July 1, 2018 for all existing employees, all newly hired employees and all applicants for employment. Any existing agreements by Employees to be bound by the Alternative Dispute Resolution Program – The Right Way™ will be deemed to be an agreement to submit disputes under the Solutions Plan.

3. **Effective Date.** The Solutions Plan is effective as of July 1, 2018. This Plan is a condition of consideration of an employment application, and a condition of employment and of continued employment. Employment or continued employment after the effective date of this Plan constitutes consent by the Employee to be bound by this Plan. Submission of an employment application or acceptance of employment after the effective date of this Plan constitutes consent to be bound by this Plan.
4. **Definitions**
 - a) **“Company”** means Staffing Alternatives, Inc. and Staffing and Payroll Alternatives, Inc. together with their wholly or partially owned subsidiaries, wholly or partially owned affiliates, officers, directors, employees, agents, representatives, shareholders and assigns. Company also means any other related or affiliated entity under common ownership that has adopted this Plan in writing.
 - b) **“Covered Dispute”** means any legal or equitable claim, demand or controversy between Employee and Company or between Employee and a Customer. Covered Dispute includes all claims based on any statute, regulation, common law, tort, contract or alleging violation of any other legal obligation between Employee and Company or between Employee and Customer. For

example, Covered Disputes specifically include, but are not limited to, any disputes related to: (a) this Plan; (b) hiring, discharge, promotion, demotion, transfer, reassignment, discipline, evaluation, wages, bonuses, commissions, compensation, benefits, terms and conditions of employment; (c) any employee benefits, including for example retirement benefits or savings plans; (d) claims of discrimination (for example discrimination based on race, sex, national origin, disability, color, age, harassment or retaliation); (e) statutory claims related to or connected with employment, including employment discrimination, retaliation or harassment; (f) breach of contract claims; (g) wrongful discharge, libel, slander, defamation, negligence, assault, battery or other torts of any kind (including but not limited to intentional torts by fellow employees or by non-employees); (h) any matter based on, related to, touching upon or growing out of the employment relationship, (i) any question regarding whether a matter is subject to arbitration under this Plan; (j) claims that are based on events that took place during the period of time Employee was employed by Company, or claims that arise after the period of employment and which have any connection with such employment; and, (k) all other claims of any kind or nature between Company and Employee or between Customer and Employee.

Covered Disputes specifically include, but are not limited to disputes related to: wages, benefits, discrimination, wrongful discharge, sexual harassment, workers' compensation retaliation, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Americans with Disabilities Act, 42 U.S.C. §§1981-1985, Fair Labor Standards Act, Family & Medical Leave Act, Employee Retirement Income Security Act, Texas Labor Code, defamation, invasion of privacy, defamatory breach of contract, punitive damages, or intentional infliction of emotional distress. Covered Disputes includes claims by or against a Customer. Covered Disputes do not include Excluded Disputes.

- c) **“Customer”** means any client company or customer of Company that has agreed in writing to participate in this dispute resolution plan, including all subsidiaries, affiliates, officers, directors, employees, agents, representatives, shareholders and assigns of such Customer. Customer's agreement to be bound by this Plan is typically found in the client service agreement between Customer and Company or in a separate adoption agreement.
- d) **“Employee”** means: (a) any current or former employee who was an employee on or after the effective date of this Plan, together with that person's administrators, executors, heirs and assigns; and (b) any person who applied for employment with Company on or after the effective date of this Plan. “Employee” specifically includes, but is not limited to, regular employees, temporary employees, co-employees, worksite employees or leased employees of Company. Persons co-employed by Company and Customer are Employees within the meaning of this Plan.
- e) **“Excluded Disputes”** means: (a) claims arising under the National Labor Relations Act or Railway Labor Act; (b) claims for state unemployment insurance benefits; (c) claims for state workers' compensation insurance benefits, including comparable claims under federal law; (d) claims within the jurisdiction of the justice of the peace or small claims courts and which are actually filed in the justice of the peace or small claims courts; (e) criminal law matters; (f) any dispute between an Employee and a Customer arising after the termination of any customer service agreement between such Customer and Staffing Alternatives and not based on events that took place while such customer service agreement was in force; and, (g) any other type of claim or cause of action, which under the Federal Arbitration Act or other applicable law, cannot be the

subject of a pre-dispute mandatory binding arbitration agreement. In addition, nothing under this Plan precludes an Employee from filing an administrative charge or complaint with any local, state or federal governmental agency.

5. Changes to this Plan.

- a) Company shall have the right to modify or terminate this Plan in its sole discretion. No modification or termination of this Plan shall be effective until thirty (30) days after Company has published the plan on its internal website accessible to Customers and Employees. Claims asserted during the thirty (30) day notice period by either Company or Employee will continue to be governed by the Plan as then in effect, without regard to the intended termination or modification of the Plan.
- b) Company may distribute reasonable notice of Plan termination or of a modified version of the Plan via electronic communications, newsletters, Company websites or intranet, or other forms of notice.
- c) Disputes will be by governed by the terms of the Plan in effect on the earliest date on which the party initiating a claim gave actual notice of the claim or dispute to the opposing party. Once the opposing party has received actual notice of the claim or dispute, subsequent termination or modification of the Plan shall not apply to such claim or dispute, and the then existing Plan shall continue in effect as to such claim or dispute.
- d) If the Plan is modified after Employee has given notice of a claim or dispute, Employee shall have a one-time option to elect to have the dispute resolved either under the prior Plan or the Plan as newly revised. Employee must exercise this option within 21 days of being advised of the modification to the Plan. In the absence of any request to have the dispute resolved under the prior version of the Plan, the dispute shall be resolved under the amended version of the Plan. If the Plan is terminated after Employee has given notice of a dispute, Employee shall have a one-time right to elect to arbitrate the dispute or to accept the termination of the Plan and to refile the case in court. Employee must exercise this option within 21 days of being advised of the termination of the Plan. Provided however, that plan amendments made to comply with new law, rules, regulations or judicial decisions will go into effect immediately and the Employee election to have a dispute resolved under the former version of the plan will not be effective as to any plan changes necessary to ensure continued compliance with law.
- e) Any amendment or termination of the Plan must be in writing. This Plan cannot be orally amended or terminated. Do not rely on alleged oral modifications to the Plan.
- f) Employees may obtain a copy of the current Plan or of a prior version of the Plan, on request to Company. There is no charge to obtain a copy of the Plan.

6. Interpretation.

- a) The Plan shall be applied and interpreted to achieve the goals of promptly and fairly resolving disputes and ensuring that this Plan provides the exclusive method of dispute resolution. The terms of this Plan are severable. If any part of this Plan is determined to be unenforceable, the remainder of the Plan must be applied and enforced.

- b) This Plan shall be construed and enforced under the Federal Arbitration Act. All questions related to arbitrability, scope or enforcement of this Plan will be determined solely under the Federal Arbitration Act and must be submitted exclusively to the arbitrator for determination. The award of the arbitrator may be enforced as provided by the Federal Arbitration Act, and may only be modified or vacated as provided by the Federal Arbitration Act.
- c) In the event that an Employee falls within one of the exemptions under the Federal Arbitration Act due to the nature of the Employee's job or otherwise, then only in that event this Plan shall be construed and enforced under the Texas Arbitration Act with respect to that Employee.
- d) In the event that applicable federal law precludes the enforcement of pre-dispute agreements for the arbitration of employment related disputes, then in that event this Plan shall be construed and enforced under the Texas Arbitration Act if necessary to secure enforcement of pre-dispute agreements to arbitrate employment related disputes. In the event that both state and federal law preclude enforcement of pre-dispute agreements for mandatory binding arbitration, then this Plan shall be construed to provide for mandatory non-binding arbitration as a condition precedent to litigation.
- e) Customer agrees to submit all disputes between itself and an Employee to mediation and to final and binding arbitration pursuant to this Plan, and to bear such all costs and fees as allocated herein or in the adoption agreement or contract by which Customer agreed to participate in this Plan. Customer shall retain its own legal counsel, and is solely responsible for bearing its own legal fees in connection with any proceedings under this Plan.
- f) This Plan does not apply to any claims or causes of action between Customer and any of its employees that accrue only after the cancellation, expiration, breach or other termination of the client service agreement with Company.
- g) The Plan shall continue to apply to claims asserted by an Employee against a Customer, where the Employee made demand for mediation or arbitration prior to the effective date of the event described in paragraph f) above.
- h) For persons employed directly by Customer and not as Staff (or co-employees) under the client service agreement between Company and Customer: this Plan does not apply to any claims by such persons against Customer; and, this Plan does not apply to any claims by Customer against such persons.
- i) **Company is NOT a necessary party to any mediation or arbitration proceeding between Customer and Employee. Both Employee and Customer shall have the full right to enforce this Plan with respect to covered claims and the full responsibility to comply with its terms regardless of whether Company is a party to the proceeding.**

7. **Employee Benefit Claims.** Disputes related to employee benefit plans, including disputes related to this Plan, are Covered Disputes. If the written employee benefit plan provides its own dispute resolution procedure, Employee shall first exhaust all procedures for appeal or review of the dispute provided by such plan before demanding mediation and arbitration under this Plan.

8. EEOC and Other Government Agencies; Exhaustion of Administrative Remedies; Mediation of Administrative Charges or Complaints

- a) Nothing in this Plan bars an Employee from filing an administrative complaint or charge with the Equal Employment Opportunity Commission, the National Labor Relations Board or any other local, state or federal government agency.
- b) If applicable law requires the exhaustion of administrative remedies or the filing of an administrative charge or complaint prior to filing suit in court, then Employee must comply with all such requirements before filing a demand for arbitration. Any time requirements for the filing of the administrative charge or complaint and any time requirements for the filing of suit after completion of the administrative process shall apply equally to claims brought in arbitration. For example: this means that the 180 or 300 day charge filing deadline and the 90 day suit filing deadline in Title VII, ADEA, GINA or ADA cases shall apply to claims under this Plan, on the same basis as if the claims were being pursued in court. Any requirement under applicable law that the scope of a lawsuit is limited to the issues raised in the administrative charge shall apply equally in arbitration.
- c) A finding, recommendation or decision by an administrative agency on the merits of a claim or dispute shall have the same legal weight or effect under the Plan as it would in a case tried in court.
- d) If Employee does file a charge or complaint with the EEOC or other government agency, Employee must immediately request early mediation under any mediation program offered by that agency. If mediation is offered by the agency, Customer and Employee are required to participate. If mediation is not offered by the agency as to Employee's claim, Employee must immediately request mediation under this Plan while the charge is pending before the EEOC or other government agency. If the dispute is not resolved while pending before the government agency, Employee must request mediation again prior to demanding arbitration. Employee is required to pay only a single mediation filing fee. If the failure to file an administrative charge or complaint or the failure to exhaust administrative remedies would be a defense, affirmative defense or a jurisdictional defect in a matter litigated in court, then all such defenses shall apply equally in arbitration.

9. Four Steps to Solving a Problem

- a) **Step One – Talk it out.** Discuss the problem directly with a supervisor or manager in your department or worksite. If the problem involves your supervisor or manager, or if for any reason you are uncomfortable dealing with your supervisor or manager, you may discuss the problem with any other member of management. Be prepared to describe what the problem is and how you think it should be solved. Employees are encouraged to bring problems to the attention of management. Step one is available for any work-related problem, whether or not involving legally protected rights.
- b) **Step Two – Meet with management.** First, contact the Staffing Alternatives Human Resources Director at 888-813-8830 (toll free). Then, describe your complaint or problem in writing. Explain what the problem is and what you want done. No special form is required. Mail, email or fax one copy of your complaint to Staffing Alternatives.

Be sure to keep a copy for yourself. Company will arrange a meeting with appropriate members of management to discuss your complaint or problem and to try to work out a solution. If possible, Company will arrange for the participation of appropriate managers from Customer. Step two is available for any work-related problem, whether or not involving legally protected rights.

- c) **Step Three – Mediation.** If the dispute remains unresolved and involves legally protected rights, the dispute shall be submitted to mediation. Mediation will be conducted under the mediation procedures described below. Mediation is a mandatory condition precedent to arbitration.
- d) **Step Four – Binding Arbitration.** If the dispute remains unresolved and involves legally protected rights, the dispute shall be submitted to final and binding arbitration. Arbitration shall be conducted under the arbitration procedures described in this Plan.

10. Mediation Procedures

- a) After first attempting to resolve the dispute through Step One and Step Two described above, any unresolved dispute involving legally protected rights shall be submitted to mediation. Mediation shall be administered by the American Arbitration Association under its Employment Mediation Rules.
- b) All parties participate in the selection of the mediator as provided by the Association's Employment Mediation Rules. If a mutually acceptable mediator is not selected by the parties from the initial selection list provided by the Association, the Association will provide the parties with a second list of mediators, before it is authorized to administratively appoint a mediator.
- c) The party desiring mediation shall make a written demand for mediation within the applicable statute of limitations. The mediator shall promptly conduct a telephone conference call to schedule the mediation session and to discuss any other issues which may expedite the process. The mediator may request confidential pre-mediation memoranda outlining the positions of the parties. Mediation is mandatory prior to arbitration.
- d) The process for requesting mediation is described in Section 14. Mediation costs are described in Section 17.

11. Arbitration Procedures

- a) After first attempting to resolve the dispute using steps one through three described in this Plan, any unresolved dispute between Employee and Company or between Employee and Customer involving legally protected rights shall be resolved exclusively through binding arbitration under the Federal Arbitration Act and administered by the American Arbitration Association under its Employment Arbitration Rules in effect on the date that the demand for arbitration is filed with the Association. Prior to filing a demand for arbitration, Employee must first timely comply with any administrative charge filing requirements which would be required prior to filing suit in court. A demand for arbitration must be filed with the American Arbitration Association within the applicable statute of limitations. The decision of the arbitrator is final and

binding, and may be enforced in any court with jurisdiction. Arbitration is the exclusive, final and binding remedy for any Covered Dispute.

- b) If arbitration is requested by an Employee, the Employee will pay the arbitration filing fee described in Section 17.
- c) A single neutral arbitrator shall be selected from the employment case panel maintained by the American Arbitration Association. All parties participate in the selection of the arbitrator as provided by the Association's Employment Arbitration Rules. If a mutually acceptable arbitrator is not selected by the parties from the initial selection list provided by the Association, the Association will provide the parties with a second list of arbitrators, before it is authorized to administratively appoint an arbitrator.
- d) The arbitrator shall apply the substantive law of the State of Texas and of the United States, other than choice of law rules, which shall not apply. Promptly after being appointed, the arbitrator will hold a case management conference, typically by telephone conference call. The arbitrator shall set deadlines for the exchange of lists of potential witnesses and persons with knowledge of relevant information, the exchange of relevant documents, the completion of discovery, and the exchange of hearing exhibits.
- e) The arbitrator may hold preliminary hearings or conferences to discuss and determine any matter that may expedite the process. Such matters might include: clarification of the issues; determination of preliminary issues; summary determination of legal issues; discovery or discovery disputes; interim legal or equitable relief; pre- or post-hearing memoranda; stipulations; or other appropriate substantive or procedural issues.
- f) The arbitrator shall manage the case to provide for a swift and inexpensive process, consistent with the parties' need for limited discovery and reasonable time for preparation.
- g) In addition to any authority granted to the Arbitrator under the Employment Arbitration Rules, the arbitrator shall have the authority to: (1) decide any issue or issues by summary disposition, including proceedings in the nature of a motion for summary judgment or motion to dismiss; (2) award preliminary, interim or permanent injunctive relief; and (3) bifurcate proceedings or conduct preliminary factual hearings. The authority listed in this section does not in any way limit the authority of the Arbitrator to order any relief available at law or in equity.
- h) The arbitrator shall set the date, time and place for the final hearing. Unless otherwise agreed by the Parties or ordered by the Arbitrator for good cause, the arbitration final hearing shall take place within twelve (12) months of the initial case management conference. The arbitrator's award shall include a brief summary of reasons separately addressing each cause of action, each affirmative defense, and each element of damages awarded. Findings of fact and conclusions of law are not required, and are waived.
- i) Each party may, as a matter of right, depose two relevant witnesses from the other party for not more than eight (8) hours in total. The parties shall also have the right to conduct pre-hearing discovery through interrogatories and requests for the production of documents. The arbitrator may limit discovery or permit additional discovery after taking into account the expedited and informal nature of arbitration, and the parties' needs for reasonable discovery on the main issues

actually in dispute. The arbitrator shall apply recognized privileges and exemptions from discovery such as the attorney-client privilege, the work-product privilege, and the anticipation of litigation privilege. The arbitrator shall manage discovery to avoid excessive cost.

- j) The arbitrator shall be the sole judge of the relevance, materiality and admissibility of evidence. Compliance with formal rules of evidence or procedure is not required. At the discretion of the arbitrator or on agreement of the parties, conferences or hearings may be conducted by telephone, video-conference or by written motions. Witnesses may be deposed or testify by telephone, video-conference or comparable electronic means.
- k) The arbitrator shall have the authority to determine and implement the applicable law and to order any relief, whether legal or equitable, which could be obtained from a United States District Court sitting in Texas. Nothing in this Plan grants any party any additional substantive legal rights or remedies which would not apply in the absence of this Plan.
- l) If any part of an arbitration proceeding or of the arbitrator's award is reviewed by or appealed to any court, the parties must also submit any issues requiring new trial or rehearing to arbitration under this Plan. Nothing contained in this Plan enlarges the grounds for review, modification or vacation of the award of the arbitrator.
- m) Each party may be represented by legal counsel of its choice. Although the parties are not required to have a lawyer, Company will ordinarily be represented by a lawyer in both mediation and arbitration. As part of the arbitration award, the parties may recover attorneys' fees and litigation costs only to the same extent that attorneys' fees and costs would be recoverable under applicable law and had the dispute been tried in the United States District Court. This plan does not provide an independent basis for the award of attorneys' fees.
- n) The parties retain all substantive legal rights and remedies under this Plan. Employee, Company and Customer waive all rights with regard to trial by jury in any court for covered matters. Discovery in arbitration is different from and typically more limited than in court proceedings. State and federal law strictly limits the right to modify, vacate or appeal the award of the arbitrator.
- o) Any party may hire a certified court report to prepare a transcript of the arbitration hearing. The party hiring the court reporter shall make available, in the office of its counsel, one copy of the transcript which may be reviewed on-site by any other party. Any other party shall have the right to purchase a copy of the transcript directly from the court reporter at the reporter's standard prices. Such court reporter's transcript shall be the official record of the arbitration hearing, only if a copy of the transcript is provided to the Arbitrator for use during deliberations.
- p) Only claims involving legally protected rights are eligible for arbitration under this Plan. In case of any dispute, the arbitrator shall have the sole authority to make an immediate ruling as to whether a party's allegations raise a claim of a legally protected right and is thus eligible for arbitration. Such decision shall be based on whether the allegations state a claim or cause of action which is recognized at law and could be pursued in state or federal court.

12. All Class or Collective Actions Waived.

- a) To the maximum extent permitted under applicable law, the parties waive all rights to bring or participate in any class action. All claims shall be brought and heard on an individual basis. The cases of multiple claimants shall not be consolidated or heard together, without the express written consent of all claimants and all respondents. The arbitrator shall have no authority to hear cases brought on a class basis, except when explicitly agreed to in writing by all parties.
- b) To the maximum extent permitted under applicable law, the parties waive all rights to bring or participate in any collective action under the Fair Labor Standards Act. All claims shall be brought and heard on an individual basis. The cases of multiple claimants shall not be consolidated or heard together, without the express written consent of all claimants and all respondents. The arbitrator shall have no authority to hear cases brought on a collective basis, except when agreed to in writing by all parties.
- c) To the maximum extent permitted under applicable law, the parties waive all rights to bring or participate in any action on a representative or private attorney general basis. All claims shall be brought and heard on an individual basis. The cases of multiple claimants shall not be consolidated or heard together, without the express written consent of all claimants and of all respondents. The arbitrator shall have no authority to hear cases brought on a representative or private-attorney general basis, except when agreed to in writing by all parties.
- d) If the applicable waiver contained in clauses a), b) or c) is not enforceable for any reason, then the exclusive venue for class, collective or representative basis actions shall be the United States District Court for the Southern District of Texas, in cases where the federal district courts have jurisdiction. If federal courts have no jurisdiction, then the exclusive venue shall be the state district courts sitting in Houston, Texas. All claims brought on a class, collective or representative basis shall be heard and decided by a judge sitting alone and without a jury. All rights to jury trial are waived. In the event that the court denies representative, class or collective action treatment for the case then such dispute shall be subject to arbitration under this Plan. On denial of representative, class or collective action treatment by the court, Employee, Company or Customer shall have the right to move to compel arbitration and to seek an order from the court directing that such dispute then be submitted to arbitration.

13. Requests for Immediate Interim Relief

Any party may apply for immediate interim relief in the nature of a temporary restraining order or preliminary injunction. If the arbitrator has not yet been appointed, the American Arbitration Association shall administratively appoint one arbitrator to hear an application for immediate interim relief. Requests for immediate injunctive relief, including for *ex parte* injunctive relief, in the nature of a temporary restraining order or preliminary injunction shall be heard and decided as if Rule 65 of the Federal Rules of Civil Procedure were applicable.

14. Requests for Mediation or Arbitration

Requests for mediation or arbitration must be made in writing and must be delivered to any office of the American Arbitration Association. Optionally, claims may be filed electronically with the Association. A request for mediation or arbitration may be made by using the forms provided by the American Arbitration Association, by letter, by formal pleading, or through the Association's web-based electronic case filing system. The party requesting mediation or

arbitration must also serve a copy of the request on all other parties. Requests for mediation or arbitration must be received by the American Arbitration Association within the applicable statute of limitations. When requesting mediation or arbitration, the filing fee required under this plan must be paid at the same time.

Requests for mediation or arbitration are filed with the American Arbitration Association through its website: www.adr.org

15. Location of Proceedings.

Mediation and arbitration proceedings shall be conducted at a location which is reasonably convenient to all parties. The location shall be chosen so as to reasonably accommodate the Employee, but without requiring Company or Customer to incur undue expense. If the parties cannot agree, the location shall be determined by the Mediator or Arbitrator. Ordinarily, the mediation or arbitration will take place in the city where Employee last worked for Company or Customer, or the closest city with regularly scheduled commercial passenger air service. A party may participate in mediation by telephone, video conference or by comparable electronic means. Arbitration and mediation scheduling conferences and similar preliminary proceedings will be conducted by telephone conference call.

16. Starting a Case; Filing Claims.

Requests for either mediation or arbitration shall be in writing and served on the opposing parties. Claims shall be filed with the American Arbitration Association at its central case filing office. As of the effective date of this revision to the plan, the contact information for the Association is:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
Toll free number: 877-495-4185

The Association also provides a web-based system for online filing of claims. At the time a claim is filed with the Association, a copy must be provided to the other party. Forms for submitting a dispute to mediation or arbitration may be obtained from the American Arbitration Association. Additional information concerning the American Arbitration Association, its regional offices, the online claims filing system, and the Association's procedures and rules may be found on the internet at <http://www.adr.org>

17. Making a Claim; Fees and Expenses

a) Fees When Mediation is Requested by Employee.

- i) An Employee requesting mediation must pay a filing fee in the amount set by the Association's Employment Mediation Rules. (As of the date of this plan, the mediation filing fee is \$250.00.) The mediation process is not started until the Employee submits a written mediation request to the American Arbitration Association and pays the filing fee to the Association.
- ii) Employee is not required to pay any share of the mediator's fees.

- iii) If Employee's mediation request names only Customer, then all of the remaining mediation fees and expenses, including all of the mediator's fees, shall be deposited in advance by Customer. Payment of such fees and costs shall be the sole responsibility of Customer. In any case where Customer is one of the parties to the mediation, then Customer is solely and exclusively responsible for both advance deposit and payment of all of the mediator's fees and all administrative fees of the Association, other than any filing fee which is the obligation of Employee.
- b) **Fees when Arbitration is Requested by Employee.** A request for arbitration filed by an Employee shall be accompanied by an arbitration filing fee in the amount of the maximum employee filing fee permitted by the Association's Employment Arbitration Rules for employer promulgated plans as of the date of filing. (As of the date of this revision to the Plan, the maximum filing fee to be paid by an Employee under the Employment Arbitration Rules is \$300.00.) Employees do not pay any part of the arbitrator fees or expenses, all of which shall be advanced and paid solely and exclusively by Customer in every case where Customer is one of the parties.
- c) The American Arbitration Association shall have sole discretion to administratively reduce or waive the filing fee for an Employee in cases of genuine, documented inability to pay.
- d) Each party is responsible for selecting and paying its own legal counsel. The arbitrator may award attorney's fees and other arbitration costs and expenses, only if fees and costs are recoverable under the law applicable to the underlying claims. This plan does not provide an independent basis for the award of attorneys' fees. No fees shall be awarded merely on the basis that all parties have requested attorneys' fees.
- e) In any mediation or arbitration proceeding in which Customer is one of the parties, Customer shall directly pay to the American Arbitration Association all of the Association's fees and all fees and expenses of the mediator or arbitrator, other than filing fees required of Employee under the Association's rules. Customer shall be solely responsible for timely and fully depositing such fees and costs in advance, as directed by the Association. No part of the administrative fees, filing fees, mediator fees or arbitrator fees shall be borne or paid by Company. Neither the Association nor the arbitrator shall have any authority to reallocate responsibility for payment of the fees and expenses or responsibility for advance deposits to any party other than Customer, whether as part of the final award or as a preliminary matter.
- f) In any case where Customer initiates mediation or arbitration proceedings under this Plan against an Employee, Customer shall pay all filing fees, all administrative fees and all neutral fees as determined by the Association. No part of the filing fees, administrative fees, mediator fees or arbitrator fees shall be paid by Employee or paid by Company.
- g) In any mediation or arbitration case where Company is a party, but Customer is not, Company shall pay the fees and expenses of the Association and the fees and expenses of the mediator or arbitrator, other than the portion (if any) required to be paid by Employee.
- h) Each party is responsible for paying its own travel expenses, expenses of witnesses or representatives and costs of preparing and presenting evidence at the mediation or arbitration proceedings. The party noticing a deposition shall be responsible for the cost of the court reporter. Each party desiring a copy of the deposition transcript is responsible for purchasing a copy from the court reporter.

- i) **Transition.** This Solutions Plan replaces an earlier dispute resolution plan called the Alternative Dispute Resolution Program – The Right Waytm. Until December 31, 2018, persons who were Employees as of June 30, 2018 may initiate a mediation or arbitration for the fees specified under the prior plan: i) mediation filing fee: \$150.00; and, ii) arbitration filing fee of \$150.00. After December 31, 2018 existing Employees will pay the filing fees otherwise specified in this Section 17.

18. Confidentiality; Immunity; Subsequent Proceedings.

- a) Mediation proceedings shall be private and confidential to the maximum extent permitted under federal or state law.
- b) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.
- c) In any action to enforce or modify the award of the arbitrator, the prevailing party shall be entitled to an award of attorneys' fees, litigation costs, expert witness fees and other related costs and expenses.
- d) The arbitrator shall have the same immunity or privilege from suit that would apply to a serving judicial officer, to the greatest extent provided under either state or federal law. Provided however, that this shall not limit the parties' right to seek enforcement, modification or vacature of an award as provided by the Federal Arbitration Act, or if applicable the Texas General Arbitration Act or Chapter 171 of the Texas Civil Practice & Remedies Code. The parties shall not join or seek to join the arbitrator as a party in any action to modify, vacate or enforce the award of the arbitrator.

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Request for Dispute Resolution Mediation

The parties named below are parties to a dispute resolution agreement and plan, requiring all disputes be submitted to mediation. If the problem is not resolved during mediation, all disputes must be submitted to final and binding arbitration.

I request mediation for my dispute with my employer under the Solutions Plan and the American Arbitration Association's Employment Mediation Rules.

Employee name: _____

Employee Mailing Address: _____

Email address: _____

Phone number: _____

Briefly describe what the dispute is about:

My dispute is with: _____ (Company Name)

I agree to submit my dispute to mediation and, if not resolved, to arbitration under the terms of the Staffing Alternatives Solutions Plan. During mediation, a trained neutral – the mediator – will help us work through the dispute and to explore options for resolving the problem. Mediation is private, informal and fast. During mediation, the problem will be resolved only if all parties agree to a proposed solution.

The mediation process will be managed by the American Arbitration Association an independent, neutral, non-profit dispute resolution organization.

If you intend to have a representative assist you during mediation:

Representative's Name: _____

Representative's Address: _____

Phone Number: _____

Mediation requires payment of a mediation filing fee of: \$250.00. Your worksite employer will pay the remaining mediation filing fees and administrative fees. You must deliver a check, money order, or cashier's check for \$250 payable to "American Arbitration Association" at the time you return this form.

Employee Signature

Date: _____



Request for Dispute Resolution Arbitration

The parties named below are parties to a dispute resolution agreement and plan, requiring all disputes be submitted to mediation. If the problem is not resolved during mediation, all disputes must be submitted to final and binding arbitration.

I request final and binding arbitration for my dispute with my employer under the Solutions Plan and the American Arbitration Association's Employment Arbitration Rules.

Employee name: _____

Employee Mailing Address: _____

Email address: _____

Phone number: _____

Briefly describe what the dispute is about:

My dispute is with: _____ (Company Name)

I agree to submit my dispute to final and binding arbitration as the exclusive method of dispute resolution for all covered disputes. The arbitration process will be managed by the American Arbitration Association, an independent, neutral and non-profit dispute resolution organization.

If you plan on having a representative assist you during arbitration:

Representative's Name: _____

Representative's Address: _____

Phone Number: _____

Arbitration requires payment of a one-time filing fee of: \$300.00.

Your worksite employer will pay the remaining filing fees, the fees of the American Arbitration Association, and the fees of the arbitrator. You must deliver a check, money order, or cashier's check for \$300 payable to "American Arbitration Association" at the time you return this form.

Employee Signature

Date: _____