

## **AVIATION PERSONNEL, LLC DISPUTE RESOLUTION AGREEMENT**

Aviation Personnel, LLC is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Aviation Personnel, LLC supervisors and management.

Aviation Personnel, LLC strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the conflict resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Aviation Personnel, LLC in a reasonable, business-like manner, or for using the conflict resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Discuss the problem with your immediate supervisor. If you do not believe discussion with your supervisor is appropriate, you may proceed to step 2.
2. If your problem is not resolved with your supervisor or you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the Human Resources Department at your assignment location. This person should consider the facts and may conduct an investigation.
3. If after you have exhausted steps 2 and 3 and do not have a resolution, contact either your Recruiter or the Human Resources Department at Aviation Personnel, LLC.

Problems, disputes, or claims not resolved through the preceding conflict resolution steps will be subject to the rules of the Dispute Resolution plan, detailed below.

### ***Aviation Personnel, LLC DISPUTE RESOLUTION PLAN***

#### **1. Purpose and Construction**

The Plan is designed to provide for the quick, fair, accessible, and inexpensive resolution of legal disputes between Aviation Personnel, LLC, including any parent, affiliate, or successor of Aviation Personnel, LLC, or any of their officers, directors, or employees, and Aviation Personnel, LLC's present and former employees, related to or arising out of an employment relationship with Aviation Personnel, LLC, expressly including, but not limited to, any legal

disputes in which any present or former Aviation Personnel, LLC employee asserts a claim against Aviation Personnel, LLC, any parent, affiliate, or successor of Aviation Personnel, LLC, or any of their officers, directors, or employees, and Aviation Personnel, LLC's present and former employees. The Plan is intended to create an exclusive procedural mechanism for the final resolution of all disputes falling within its terms. It is not intended either to reduce or enlarge substantive rights available under existing law. The Plan contractually modifies the "at-will" employment relationship between Aviation Personnel, LLC and its employees, but only to the extent expressly stated in this Plan. The Plan should be interpreted in accordance with these purposes.

## **2. Definitions**

- A. "AAA" means American Arbitration Association or a similar, local group of arbitrators, as may be designated by Aviation Personnel, LLC.
- B. "Sponsor" means Aviation Personnel, LLC.
- C. The "Act" means the Federal Arbitration Act, 9 U.S.C. § 1, et seq. or the Texas Arbitration Act, TCPRC § 171.001 et seq.
- D. "Aviation Personnel, LLC" means Aviation Personnel, LLC, every subsidiary thereof, and all of their officers, directors, employees, and agents. "Aviation Personnel, LLC" also includes every plan of benefits, whether or not tax-exempt, established or maintained by any such corporate entity, and the fiduciaries, agents and employees of all such entities. "Aviation Personnel, LLC" also includes the successor and assigns or all such persons and entities. Provided, however, that in the case of an Electing Entity, "Aviation Personnel, LLC" shall include the Entity only to the extent provided in the Entity's agreement to be bound by the Plan.
- E. "Dispute" means a claim, demand or controversy to which this Plan applies, between persons bound by the Plan or by an agreement to resolve disputes under the Plan, or between a person bound by the Plan and a person or entity otherwise entitled to its benefits.
- F. "Electing Entity" means any legal entity which has agreed to be bound to the Plan as provided herein.
- G. "Employee" means any employee or former employee of Aviation Personnel, LLC.
- H. "Party" means a person bound by this Plan.
- I. "Plan" means this Aviation Personnel, LLC Dispute Resolution Plan, as amended from time to time.

- J. “Referee” means a person selected under this Plan to decide or mediate a Dispute, such as an arbitrator or mediator. “Decision by Referee” means resolution of a Dispute by arbitration or any other method selected by the Parties under this Plan.
- K. “Rules” means the Aviation Personnel, LLC Dispute Resolution Rules, as amended from time to time.

**3. Application and Coverage**

- A. Until revoked by Sponsor pursuant to this Plan, this Plan applies to and binds Aviation Personnel, LLC, each Employee who is in the employment of Aviation Personnel, LLC on or after the Effective Date of this Plan (as defined herein), and the heirs, beneficiaries and assigns of any such person. All such persons shall be deemed Parties to this Plan.
- B. Except as provided for herein, this Plan applies to any legal or equitable claim, demand or controversy, in tort, in contract, under statute (local, state or federal), or alleging violation of any legal obligation, between persons bound by the Plan, or between a person bound by the Plan and any person or entity entitled to its benefits, which relates to, arises from, concerns or involves in any way:
  - 1. this Plan;
  - 2. employment or re-employment of an Employee, including the terms, conditions, or termination of such employment;
  - 3. employee pay or compensation, leave, labor relations, Fair Labor Act, benefits or incidents of employment with Aviation Personnel, LLC;
  - or
  - 4. any other matter related to the relationship between the Employee and Aviation Personnel, LLC including, by way of example and without limitation, allegations of: discrimination based on race, sex, age, religion, national origin or disability; USERRA; NLRB statutes; fair pay statutes; sexual harassment; any form of retaliation, including workers’ compensation retaliation; whistleblower; defamation; infliction of emotional distress or other workplace tort; or status, claim, or membership with regard to any employment benefit plan.
  - 5. any claim of property damage or personal injury, allegedly incurred in or about an Aviation Personnel, LLC workplace, against any non-employing parent, affiliate, or successor, or any of their officers, directors, or employees, of Aviation Personnel, LLC.

Standards

- C. Notwithstanding anything to the contrary in this Plan, the Plan does not apply to claims for workers' compensation benefits or unemployment compensation benefits.

#### **4. Resolution of Disputes**

All disputes not otherwise settled by the Parties shall be finally and conclusively resolved under this Plan and the Rules.

#### **5. Confidentiality**

The Dispute Resolution Program Administrator is authorized to conduct conferences for the purpose of assisting parties in selecting a dispute resolution process. The conferences conducted under this Program and all in-house dispute resolution processes including but not limited to mediation or any form of arbitration shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code. Any person conducting conferences or serving as an impartial third party under any in-house dispute resolution process under this Program shall be bound by the standards and duties established under Section 154.053 of the Texas Civil Practice and Remedies Code. The provisions of this Section shall apply to the Program Administrator and any subordinate administrators.

#### **6. Amendment**

- A. This Plan may be amended by Sponsor at any time with ten (10) days' notice. However, no amendment shall apply to a Dispute of which Sponsor had actual notice on the date of amendment.
- B. Sponsor shall adopt, and may amend the Rules at any time with ten (10) days' notice. However, no amendment will be effective:
  - 1. until notice of the amendments are given to all current employees, or
  - 2. as to a Dispute of which Sponsor had actual notice (by notice of intent to arbitrate or otherwise) on the date of amendment.

#### **7. Termination**

This Plan may be terminated by Sponsor at any time. However, termination shall not be effective:

- A. until 10 days after reasonable notice of termination is given to Employees; or
- B. as to Disputes which arose prior to the date of Plan termination.

## **8. Applicable Law**

- A. The Act shall apply to this Plan, the Rules, and any proceeding under the Plan or the Rules, including any actions to compel, enforce, vacate or confirm proceedings, awards, orders of a Referee, or settlements under the Plan or the Rules.
- B. Other than as expressly provided herein, or in the Rules, the substantive legal rights, remedies and defenses of all Parties are preserved. In the case of arbitration, the arbitrator shall have the authority to determine and implement the applicable law and to order any and all relief, legal or equitable, including punitive damages, which a Party could obtain from a competent jurisdiction on the basis of the claims made in the Dispute.
- C. Other than as expressly provided herein, or in the Rules, the Plan shall not be construed to grant additional substantive legal or contractual rights, remedies or defenses which would not be applied by a court of competent jurisdiction in the absence of the Plan.

## **9. Administrative Proceeding**

- A. This Plan shall apply to a Dispute pending before any local, state or federal administrative bod, unless prohibited by law.
- B. Participation in any administrative proceeding by Aviation Personnel, LLC shall not affect the applicability of the Plan to any such dispute upon termination of the administrative proceedings. A finding, recommendation or decision by an administrative body on the merits of a dispute subject to this Plan shall have the same legal weight or effect under the Plan as it would in a court of competent jurisdiction.

## **10. Exclusive Remedy**

Proceedings under the Plan shall be the exclusive, final and binding method by which Disputes are resolved. Consequently, the institution of a proceeding under this Plan shall be condition precedent to the initiation of any legal action (including action before an administrative tribunal with adjudicatory powers) against Aviation Personnel, LLC arising out of the employment of an employee by Aviation Personnel, LLC and any such legal action shall be limited to those under the Act.

## **11. Electing Corporations**

- A. Corporations or other legal entities not otherwise Parties may elect to be bound by this Plan by written agreement with Sponsor.

- B. Election may be made only as to some types of Dispute, or only as to some persons, in the discretion of Sponsor.

## **12. Effective Date**

The Effective Date of this Plan is October 1, 2021

## **13. Severability**

The terms of this Plan and the Rules are severable. The invalidity or unenforceability of any provision herein shall not affect the application of any other provision. Where possible, consistent with the purposes of the Plan, any otherwise invalid provision of the Plan or the Rules may be reformed and, as reformed, enforced.

## **14. Administration**

Sponsor shall appoint one or more persons to administer this Plan who shall be known as the "Dispute Resolution Program Administrator." The Administrator shall be responsible for the management and administration of the Plan. Any communication with Aviation Personnel, LLC which is required or permitted by this Plan or the Rules shall be made to the Administrator.

## **15. Assent**

Employment or continued employment after the Effective Date of this Plan (and any amendments thereto) constitutes consent by both the Employee and Aviation Personnel, LLC to be bound by this Plan, both during the employment and after termination of employment.

### *Aviation Personnel, LLC* ***DISPUTE RESOLUTION RULES***

## **1. Definitions**

All definitions included in the Aviation Personnel, LLC Dispute Resolution Plan apply to these Rules.

## **2. Application**

- A. If different rules, applicable to a specific class of disputes, have been adopted by Sponsor and served on AAA, these Rules shall not apply.
- B. These Rules apply in the form existing at the time proceedings are initiated under them.

- C. To the extent consistent with these Rules, the Employment Dispute Resolution Rules of AAA also apply to all proceedings governed by these Rules.

### **3. Initiation of the Process**

- A. A party may initiate proceedings under these Rules at any time, subject to any defenses applicable to the timeliness of the claim, including limitations.
- B. A party may initiate proceedings by serving upon the Human Resources Director or Sponsor a written Request to initiate proceedings and tendering the appropriate administrative fee to AAA.
- C. Copies of the Request shall be served on all other parties to the Dispute. The Request shall describe the nature of the dispute, the amount involved, if any, the remedy sought, and the hearing locale requested.
- D. Proceedings may be initiated by an Employee against Aviation Personnel, LLC by serving Aviation Personnel, LLC Dispute Resolution Program Administrator. In such a case, Aviation Personnel, LLC shall promptly forward any properly served notice it has received to an arbitrator.
- E. Parties on whom notice is served shall file an answering statement within 21 days of receiving notice of intent to arbitrate or a specification of claims, which shall include any counter-claims and any request that the arbitrator (if any) prepare a statement of reasons for the award.

### **4. Mediation**

As soon as possible after receipt of the answering statement, if any, and upon payment of any applicable fee, AAA shall schedule mediation of the dispute. AAA shall determine what procedures apply to any such mediation. If mediation fails to resolve the Dispute, the Dispute shall be arbitrated under these Rules.

### **5. Administrative Conference**

As soon as possible after receipt from mediator of notice of failure of mediation, AAA shall convene an administrative conference. The conference may be held in person or by telephone. The Dispute shall be arbitrated under these Rules.

### **6. Appointment of Arbitrator**

Immediately after payment of the arbitration fee, AAA shall send simultaneously to each Party an identical list of names of persons chosen from a panel of qualified arbitrators which AAA shall select and maintain. Each Party to the Dispute shall have fourteen (14) days from the transmittal date to strike any names objected to, number the remaining names in order of preference, and return the list to AAA. If a Party does not return the list within the time

specified, all persons therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the order of mutual preference, AAA shall invite the acceptance of the arbitrator to serve.

## **7. Qualifications of the Arbitrator**

No person shall serve as an arbitrator in any matter in which that person has any financial or personal interest in the result of the proceeding. Prior to accepting appointment, the prospective arbitrator shall disclose any circumstance likely to prevent a prompt hearing or create a presumption of bias. Upon receipt of such information from the arbitrator or any other source, AAA will either replace that person or communicate the information to the Parties for comment. Thereafter, AAA may disqualify that person and its decision shall be conclusive.

## **8. Vacancies**

If a vacancy occurs for any reason or if an appointed arbitrator is unable to serve promptly, the appointment procedure in Section 5 shall apply to the selection of a substitute arbitrator.

## **9. Date, Time and Place of Hearings**

- A. The arbitrator shall set the date, time and place of the hearing in Tarrant County.
- B. Notice of any hearing shall be given at least ten (10) days in advance, unless the arbitrator determines or the Parties agree that a shorter time is necessary.
- C. If one party is an Employee, the arbitrator shall make reasonable efforts, without unduly incurring expense, to accommodate the Employee in the selection of a hearing location.

## **10. Conferences**

At the request of AAA or of a Party or on the initiative of the arbitrator, the arbitrator or AAA may notice and hold conferences for the discussion and determination of any matter which will expedite the hearing, including:

- A. clarification of issues;
- B. determination of preliminary issues, including summary determination of dispositive legal issues;
- C. discovery;
- D. the time and location of hearings or conferences;
- E. interim legal or equitable relief authorized by application law;

- F. pre or post-hearing memoranda;
- G. stipulations;
- H. any other matter of substance or procedure.

## **11. Mode of Hearings and Conferences**

In the discretion of the arbitrator or by agreement of the Parties, conferences and hearings may be conducted by telephone or by written submission as well as in person.

## **12. Prehearing Discovery**

- A. On any schedule determined by the arbitrator, each Party shall submit in advance, the names and addresses of the witnesses it intends to produce and any documents it intends to present.
- B. The arbitrator shall have discretion to determine the form, amount and frequency of discovery by the Parties. However, the arbitrator cannot allow more than 20 hours per side of depositions, or more than 20 interrogatories, requests for production, and requests for admission per side, unless good cause is shown.

## **13. Representation**

Any party may be represented by counsel or by any other authorized representative.

## **14. Attendance at Hearings**

The arbitrator shall maintain the privacy of the hearings to the extent permitted by law. Any person having a direct interest in the matter is entitled to attend the hearings.

The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a Party or other essential person, during the testimony of any other witness. The arbitrator shall determine whether any other person may attend the hearing. Upon the request of any Party, the arbitrator shall exclude any witness during the testimony of any other witness.

## **15. Postponement**

- A. The arbitrator, for good cause shown by a Party, or on agreement of the Parties, may postpone any hearing or conference.
- B. The pendency of court proceedings related to the same matter is not good cause for postponement.

## **16. Oaths**

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by an duly qualified person and if required by law or requested by any Party, shall do so.

## **17. Stenographic Record**

There shall be no stenographic record, tape recorded, or videotape record of the proceedings unless requested by one of the Parties or the arbitrator rules otherwise. The party requesting the record shall bear the entire cost of producing the same. Copies of the record shall be furnished to all other Parties on request and payment of the cost of reproduction.

## **18. Procedure**

The hearings shall be conducted by the arbitrator in whatever order and manner will most expeditiously permit full presentation of the evidence and arguments of the Parties.

## **19. Arbitration in the Absence of a Party**

The arbitrator may proceed in the absence of Parties or representatives who, after due notice, fail to be present or fail to obtain a postponement. An award shall not be made solely on the default of a Party. The arbitrator shall require any Party who is present to submit such evidence as the arbitrator may require for the making of an award.

## **20. Evidence**

- A. The arbitrator shall be the sole judge of the relevance, materiality and admissibility of evidence offered. Conformity to legal rules shall not be necessary.
- B. The arbitrator may subpoena witnesses or documents at the request of a Party or on the arbitrator's own initiative.
- C. The arbitrator may consider the evidence of witnesses by affidavit or declaration, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.

## **21. Post-Hearing Submissions**

All documentary evidence to be considered by the arbitrator shall be filed at the hearing, unless the arbitrator finds good cause to permit a post-hearing submission. All Parties shall be afforded an opportunity to examine and comment on any post-hearing evidence. The arbitrator shall

permit the filing of post-hearing briefs at the request of a Party and shall determine the procedure and timing of such filings.

**22. Closing and Reopening of Hearing**

- A. When the arbitrator is satisfied that the record is complete, including the submission of any post-hearing briefs or documents permitted by the arbitrator, the arbitrator shall declare the hearing closed.
- B. The hearing may be reopened on the arbitrator's initiative or upon application of a Party, at any time before the award is made.

**23. Waiver of Procedures**

Any Party who fails to object in writing after knowledge that any provision or requirements of these procedures has not been complied with, shall be deemed to have waived the right to object.

**24. Service of Notices and Papers**

Any papers, notices, or process necessary or proper for the initiation of continuation of any proceeding under these Rules (including the award of the arbitrator; for any court action in connection therewith; or for the entry of judgment on an award made under these procedures) may be served on a Party by mail addressed to the Party or his representative at the last known address or by personal service. Service may be made at any place, provided that the Party served has had a reasonable opportunity to be heard with regard to service. The AAA, the Parties, and the arbitrator may also use facsimile transmission, telex, telegram, or other written forms of electronic communication to give any notices required by these procedures.

**25. Communications with the AAA and Aviation Personnel, LLC**

- A. Any Party may notice, serve or communicate with AAA by contacting:

American Arbitrator Association  
13727 Noel Road  
Dallas, Texas 75240  
Telephone: (800) 778-7879

- B. Any Party may notice, serve or communicate with Aviation Personnel, LLC by contacting:

Michael Holloway  
Aviation Personnel, LLC  
4756 Highway 377 South  
Fort Worth Texas 76116  
Telephone: (817) 244-2125  
Email: [michael@aviationpersonnel.net](mailto:michael@aviationpersonnel.net)

## **26. Communications with the Arbitrator**

There shall be no communication between the Parties and the arbitrator other than at any oral hearings or conferences. Any other oral or written communications from the Parties to the arbitrator shall be directed to the AAA (and copied to the Parties) for transmission to the arbitrator, unless the Parties and the arbitrator agree otherwise.

## **27. Time of Award**

The award shall be promptly made by the arbitrator and, unless otherwise agreed by the Parties or specified by applicable law, no later than thirty (30) days from the date of the closing of the hearing or the closing of a reopened hearing, whichever is later.

## **28. Form of Award**

The award shall be in writing and shall be signed by the arbitrator. If any Party requests in its Notice or Answering Statement, the arbitrator shall write a summary of reasons for the decision. The award shall be executed in any manner required by applicable law.

## **29. Modification of Award**

On order of a court of competent jurisdiction, or on agreement of the Parties, the arbitrator shall modify any award. The arbitrator may modify an award on the motion of a Party if the arbitrator finds that the award as rendered is ambiguous or defective in form, or if the award requires an illegal or impossible act. These are the only circumstances under which an arbitrator shall have jurisdiction to withdraw or modify an award.

## **30. Settlement**

If the Parties settle their dispute during the course of the arbitration, the arbitrator may set out the terms of the settlement in a consent award.

## **31. Scope of Arbitrator's Authority**

The arbitrator's authority shall be limited to the resolution of legal disputes between the Parties. As such, the arbitrator shall be bound and shall apply applicable law including that related to the allocation of the burden of proof as well as substantive law. The arbitrator shall not have the authority either to reduce or enlarge substantive rights available under existing law. The arbitrator may also grant emergency or temporary relief which is or would be authorized by applicable law.

## **32. Judicial Proceedings and Exclusion of Liability**

- A. Neither the AAA nor any arbitrator is a necessary Party in any judicial proceedings relating to proceedings under these Rules.
- B. Neither the AAA nor any arbitrator shall be liable to any Party for any act or omission in connection with any proceedings within the scope of these Rules.
- C. Any court with jurisdiction over the Parties may compel a Party to proceed under these Rules at any place and may enforce any award made.
- D. Parties to these Rules shall be deemed to have consented that judgment upon the award of the arbitrator may be entered and enforced in any federal or state court having jurisdiction of the Parties.
- E. Initiation of, participation in, or removal of a legal proceeding shall not constitute waiver of the right to proceed under these Rules.
- F. Any court with jurisdiction over the Parties may issue any injunctive orders (including temporary restraining orders and preliminary injunctions) if the necessary legal and equitable requirements under applicable law are met pending the institution of proceedings under these Rules.

**33. Fees and Expenses**

- A. The expenses of witnesses shall be borne by the Party producing such witnesses, except as otherwise provided by law or in the award of the arbitrator.
- B. All attorney's fees shall be borne by the Party incurring them except as otherwise provided by law, by the Plan, or in the award of the arbitrator.
- C. Employee Parties: Except as provided in this Rule, Employee Parties shall not be responsible for payment of fees and expenses of proceedings (other than attorney's fees) under these Rules including required travel of an arbitrator, expenses of an arbitrator or of AAA representatives, and the cost of any proof produced at the discretion of an arbitrator. If proceedings are *initiated* by an Employee, the Employee shall be responsible for the following fees (in addition to their attorney's fees):
  - i. \$50 with service of a demand by an Employee;
  - ii. \$50 if the Parties go to mediation or other non-binding means to resolve the  
Dispute requiring one neutral; and
  - iii. \$100 for arbitration initiated by an Employee.

- D. If the demand for mediation or arbitration is initiated by Aviation Personnel, LLC, all mediation or arbitration fees will be paid by Aviation Personnel, LLC.
- E. Other Parties: Except as otherwise provided by law or in the award of the arbitrator, all other expenses, fees and costs of proceedings under these Rules shall be borne equally by the Parties who are not Employees.

#### **34. Interpretation and Application of These Rules**

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. All other rules shall be interpreted and applied by the AAA.

#### **35. Applicable Law**

- A. These proceedings and any judicial review of awards under these Rules shall be governed by the Texas Arbitration Act.
- B. Except where otherwise expressly provided in these Rules, the substantive law applied shall be state or federal substantive law which would be applied by the U.S. 5<sup>th</sup> Circuit Court of Appeals.

#### **36. Mediation**

At any time before the hearing is closed, and whether or not prior mediation has occurred and failed, the Parties may agree to mediate their dispute by notifying AAA. AAA shall determine what procedures apply to any such mediation.