



## Notice to Job Applicants

Any individual (“Job Applicant”) who wishes to be considered for employment by Turner Industries Group, L.L.C., Turner Specialty Services, L.L.C., Turner Industrial Maintenance, L.L.C., Turner Industries Energy Services, LLC, and/or any other related or affiliated companies (collectively the “Company”) must read and sign the following Dispute Resolution Agreement before submitting an application for employment.

**EXECUTION OF THE BELOW DISPUTE RESOLUTION AGREEMENT DOES NOT GUARANTEE EMPLOYMENT WITH THE COMPANY.** You may stop the job application process at this point and take the time to review the Dispute Resolution Agreement, which is found below. You must, however, sign the Dispute Resolution Agreement, along with your application, if you wish to continue the application process and if you wish to be considered for employment by the Company. All Job Applicants hired on or after January 1, 2023, are required to agree to the Dispute Resolution Agreement below. The Dispute Resolution Agreement will govern your application process and if you are hired, your employment with the Company.

The following provisions pertain regardless of whether Job Applicant obtains employment with the Company. Any references to “employee” shall generally include Job Applicant but as above noted, shall not guarantee employment with the Company.

### **INTRODUCTION**

The Company’s success is founded in great part on the abilities, dedication, and efforts of its employees. The Company has always treated its employees with respect and recognizes each employee as an important individual who contributes to the Company’s success. If you are hired, we hope that workplace problems or disputes can be resolved quickly and fairly, usually through informal discussions between you and your supervisor. If you are not comfortable taking your complaint to your supervisor, then you should contact the appropriate Human Resources manager, or you may call toll free at 1-800-288-6503, and ask for the Employee Relations Department. When internal procedures do not resolve the issue, the Company has implemented a mandatory alternative to traditional litigation in the form of the below Dispute Resolution Agreement. The Dispute Resolution Agreement is intended to achieve a meaningful and fair result and is intended to reduce the delay and costs associated with traditional litigation.

The Company expressly forbids any retaliation against any Job Applicant or employee because he or she has participated in these dispute resolution procedures. If you feel you have been the victim of any retaliation, please immediately report that to the Company’s hotline number [1-800-626-1735] or the Employee Relations Department. The Arbitrator shall not have the authority to add to, amend, or modify this Dispute Resolution Agreement or alter your at-will employment status, should you become employed. While the Dispute Resolution Agreement establishes a mandatory program for resolving workplace disputes, if you are hired, it does not change your “at-will” employment status, or the Company’s right to discipline or terminate you or any employee.

## **DISPUTE RESOLUTION AGREEMENT (“DRA”)**

Both Job Applicant and the Company agree to resolve any and all claims, disputes, or controversies arising out of or relating to Job Applicant’s prospective employment with the Company exclusively by binding arbitration to be administered by the American Arbitration Association (the “AAA”). Both Job Applicant and the Company agree to resolve their claims pursuant to the AAA Employment Arbitration Rules and Mediation Procedures (the “Rules”). The Rules are available on the AAA website ([www.adr.org](http://www.adr.org)). In addition, copies of the Rules are available from the Human Resources Department and/or the Employee Relations Department. Examples of some, but not all, of the types of claims covered by this DRA are: unpaid wages, overtime, or other compensation; discrimination, harassment, or retaliation on the basis of race, sex, age, national origin, religion, disability, gender identity, sexual orientation, or any other protected class; breach of contract or covenant; retaliation (including without limitation workers’ compensation retaliation actions); wrongful discharge; claims regarding benefits and benefit plans including claims brought by an employee on behalf of a Turner employee benefit plan [unless a separate mandatory dispute resolution procedure is provided in the plan]; common law or tort claims such as defamation; and claims arising under any statutes or regulations applicable to employees or applicable to the employment relationship (or the prospective employment relationship), such as the Civil Rights Acts (Title VII and § 1981), the Age Discrimination in Employment Act, the Americans with Disabilities Act (as amended) (both Title I and Title III), the Family and Medical Leave Act, the Pregnancy Discrimination Act, the Genetic Information Nondiscrimination Act, the Equal Pay Act, the Uniformed Services Employment and Reemployment Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, and the Fair Credit Reporting Act; as well as all claims arising under any and all state and/or local employment law[s].

Claims not covered by this DRA are claims or actions i.) seeking benefits pursuant to state workers’ compensation or unemployment compensation statutes or regulations, ii.) for employee benefits which are subject to mandatory litigation and/or dispute resolution provisions contained in the applicable employee benefit plan document, iii.) to compel arbitration or to enforce an arbitrator’s award under this DRA, and/or iv.) by the Job Applicant and/or the Company for temporary and/or preliminary injunctive relief, or such other emergency injunctive and/or equitable relief until such time that an Arbitrator may be appointed. Additionally, this DRA does not apply to claims otherwise subject to and/or governed by a collective bargaining agreement (“CBA”) which provides for resolution of disputes arising under the applicable CBA, unless the CBA specifically refers to and adopts this DRA. Any such temporary and/or injunctive relief entered by a court shall remain binding on the parties until such further action by the duly appointed Arbitrator. This DRA does not affect or limit a Job Applicant’s right to file a charge with a federal, state or other governmental administrative agency, including but not limited to the Equal Employment Opportunity Commission, the National Labor Relations Board, the United States Department of Justice, the Occupational Safety and Health Administration, the Mine Safety and Health Administration, and/or the United States Department of Labor.

On March 3, 2022, the President signed into law the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, as amended (the “New Law”). The New Law applies to any employee who has a claim involving a sexual harassment dispute<sup>1</sup> and/or a sexual assault dispute<sup>2</sup> on or after March 3, 2022. In accordance with the New Law, any claimant with a sexual harassment dispute and/or sexual

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<sup>1</sup> The term “sexual harassment dispute” means a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law.

<sup>2</sup> The term “sexual assault dispute” means a dispute involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 of title 18 or similar applicable Tribal or State law, including when the victim lacks capacity to consent.

assault dispute arising on or after March 3, 2022, may elect at his or her option to pursue such disputes in the courts or by arbitration under the DRA. All other claims and disputes addressed in the DRA ***other than sexual harassment disputes and/or sexual assault disputes arising on or after March 3, 2022*** shall continue to be subject to mandatory arbitration as provided in this DRA to the fullest extent allowed by law.

Except as expressly provided herein, the Company and the Job Applicant expressly waive all rights to a trial in a court by judge, magistrate, and/or jury on all claims between them. Each Job Applicant's concerns are unique to him or her. Because this DRA is intended to resolve the particular dispute as quickly as possible, the Arbitrator shall not have the authority to consolidate or join the claims of other Job Applicants or employees into a single proceeding, to fashion a proceeding as a class, collective or representative action, or to award relief to a class or group of Job Applicants or employees. Any claim[s] on behalf of other Job Applicants or employees will be maintained and decided under the Rules as individual claims. In addition, Job Applicant and the Company waive, renounce, and relinquish any and all rights, claims, and/or privileges to form, constitute, or join a class or collective action to be adjudicated pursuant to this DRA, or to bring or institute any arbitral claim pursuant to this DRA on behalf of any class or collection of individuals.

To the extent practical, and subject to available venues with the AAA, the arbitration shall be held in or near the city in which the Job Applicant applied for employment with the Company, provided that, to the fullest extent allowed by law, if the Job Applicant lives outside of the United States of America and/or the claim arose outside of the United States of America, the venue shall be Baton Rouge, Louisiana. The Job Applicant or Company may appeal a decision to the United States District Court for the district in which the arbitration was brought; however any such appeal rights are and shall be limited pursuant to 9 U.S.C. § 10(a) of the Federal Arbitration Act. Any such appeal shall be filed within forty-five (45) days of an arbitrator's award, decision, or ruling.

Arbitrators shall have i.) substantial knowledge and experience in the employment related law subject to the arbitration; and ii.) been previously appointed and accepted as an arbitrator in a similar AAA sanctioned arbitration proceeding. The Job Applicant and Company shall pay administrative filing fees in accordance with the Rules which pertain to employment disputes. Under no circumstances shall the Company or the Job Applicant be required to pay any attorneys' fees incurred by the other party, unless ordered to do so pursuant to an arbitration award.

Consistent with the expedited nature of arbitration, the Arbitrator shall have the authority to and shall expeditiously consider and rule on dispositive motions such as motions to dismiss or motions for summary judgment in accordance with the standards generally applicable to Rules 12 and 56 of the Federal Rules of Civil Procedure. The Arbitrator shall issue detailed written reasons in support of any ruling on dispositive motion(s). All written reasons issued in connection with DENIALS of dispositive motions shall be served on the parties not less than twenty-one (21) days before any scheduled arbitration hearing. The Arbitrator may issue subpoenas to compel the attendance of witnesses and the production of documents. The Arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability, of this DRA, including, but not limited to, any claim that any part of this DRA is unenforceable, void, or voidable. Discovery will be generally limited in any arbitration under this DRA. Absent a showing of substantial need for additional discovery, the Arbitrator shall limit discovery to 25 interrogatories and document requests combined per party and 2 depositions per party, neither of which shall be noticed as a corporate deposition.

Subject to administration and scheduling issues as handled by the AAA, it is anticipated that the arbitration hearing shall be held within 180 days of the Arbitrator's appointment. Job Applicant and the Company agree that this DRA shall be enforceable pursuant to and interpreted in accordance with the

provisions of the Federal Arbitration Act, and, to the extent applicable, the substantive laws of the state where the claim arose, provided that, to the fullest extent allowed by law, if the Job Applicant lives outside of the United States of America and/or the claim arose outside of the United States of America, the governing law of this DRA shall be Louisiana, and the arbitral venue shall be Baton Rouge, Louisiana. Any party who initiates an arbitration with the AAA shall notify the other party directly and promptly. Notice to the Job Applicant shall be to his or her last known address as reflected in the Company records. Notice to the Company shall be to the Corporate General Counsel, Turner Industries Group, LLC, 8687 United Plaza Blvd., Baton Rouge, Louisiana 70809.

If a Job Applicant or the Company files a lawsuit in court rather than a demand for arbitration under the DRA within the time allowed by applicable law for the filing of a lawsuit, and thereafter is ordered by the court to submit the dispute to arbitration in accordance with this DRA, the Job Applicant/Company must initiate arbitration within ninety (90) days of the date the court's order becomes final, unless the court sets a longer or shorter deadline. Failure to file the arbitration demand within the requisite time period will bar the claim.

If any provisions of the Rules or of this DRA are determined by the Arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be severed or modified so that the DRA or the Rules may be enforced to the greatest extent permissible under the law. All remaining provisions shall continue in full force and effect.

The arbitral proceedings and Arbitrator's decision shall be confidential. Neither the Job Applicant nor Company may publicly disclose the terms of any arbitral award unless: i) agreed to in writing by the other party, ii) subpoenaed by a court to testify, iii) required by law as communication to the Internal Revenue Service or other applicable government entity, or iv) necessary to enforce or collect on the arbitral decision or award in a filing with a court of competent jurisdiction. The Arbitrator may issue protective orders in response to a request by either party or by a third-party witness. Such protective orders may include, but are not limited to, sealing the record or the arbitration hearing, in whole or part, to protect the privacy, trade secrets, proprietary information, and/or other legal rights of the parties or the witnesses.

For the purposes of the scope of the DRA, "Company" shall include parent, subsidiary and related companies, specifically including Turner Industries Group, L.L.C., Turner Specialty Services, L.L.C., Turner Industrial Maintenance, L.L.C., Turner Industries Energy Services, LLC, and any of their subsidiary and related companies. In addition to covering claims, disputes, and controversies between the Company and Job Applicant, the DRA is also intended to be for the benefit of the Company's customers, employee benefit plans, and alleged joint employers or any other individual or corporate co-respondents or defendants, as well as their respective officers, directors, managers, and employees (current and former) (each and/or collectively, "Third Party"), each of which shall be intended third-party beneficiaries of this DRA. The agreement to submit claims individually to mandatory binding arbitration set forth herein shall apply to any claims, disputes, or controversies between the Job Applicant and any Third Party arising out of Job Applicant's application and/or prospective employment with the Company and/or Job Applicant's access to a Company customer's jobsite. Every such Job Applicant bringing a claim, dispute or controversy against a Third Party shall have all such claims, disputes, or controversies governed by all other terms and conditions of the DRA, including without limitation that the arbitrator shall not have the authority to consolidate or join the claims of other Job Applicants, employees or claimants into a single proceeding, to fashion a proceeding as a class, collective or representative action, or to award relief to a class or group of Job Applicants, employees or claimants. A Third Party shall have the right to enforce the arbitration provisions contained herein.

Job Applicant and Company understand that all claims and disputes covered by this DRA must be

arbitrated against the other party and that neither party may file a lawsuit in any court or other proceeding in regard to any such claims or disputes. If the Job Applicant or Company files a lawsuit for any such claims or disputes, including without limitation for those arising out of the Job Applicant's prospective employment, the other party may use this DRA to request a court to dismiss the lawsuit and require the party to participate in binding arbitration as provided in this DRA. This DRA shall survive the termination and/or cessation of the Job Applicant's application process and/or prospective employment.

This DRA may be modified or terminated by the Company only after 30 days' prior written notice to the Company's employees. Except where noted, any modifications or termination shall be prospective only and shall not apply to any claims or disputes arising before the effective date of the modification/termination.

To the extent that state law applies, this DRA shall be governed by the laws of the state where any arbitration is required to be filed, exclusive of conflict or choice of law rules. The parties acknowledge that this DRA evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this DRA shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Job Applicant understands and agrees that any electronic signature or symbol of the Job Applicant attached to this DRA with the intent to sign and accept this DRA from the Company shall have the same legal validity and enforceability as a manually executed signature.

***Special Note:** This DRA and the Rules referenced above are important documents that affect Job Applicant's and the Company's legal rights. Job Applicant should read and understand them, and Job Applicant may wish to consult with private legal counsel at his or her own expense before continuing with the application process, which will evidence the Job Applicant's acceptance of this DRA and the Rules.*

\_\_\_\_\_  
Printed Name of Job Applicant

\_\_\_\_\_  
Signature of Job Applicant

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Last Four Digits of Social Security Number

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Date