

# **PRESTIGE ESTATES, LLC'S EMPLOYMENT DISPUTE RESOLUTION PROGRAM**

## **INTRODUCTION**

At Prestige Estates, LLC (“Prestige Estates”), we are committed to building positive employee relations, encouraging open communication, and respecting the rights and dignity of others. Only by working well together can we make a difference in the lives of those who depend on us to provide the highest quality services possible.

Despite our best efforts, sometimes problems arise in work relationships. The problems can escalate into larger disputes if no options for solving them are available. The Prestige Estates Employment Dispute Resolution Program (EDR Program) provides a process and the resources for finding solutions to employee problems. The program incorporates two steps: (1) Open Communication, and (2) Arbitration. If the parties cannot mutually resolve a dispute through the Open Communication process, Prestige Estates and you, the Employee, agree to submit disputes involving legal claims to an outside, impartial arbitrator and to accept the decision of the Arbitrator as final and binding.

Not only does the EDR Program ensure a fair resolution to disputes, but it is also often a much faster and less expensive process than litigation.

By your signature below, you agree to be bound by Prestige Estates’ EDR Program. Likewise, Prestige Estates agrees to be bound by the EDR Program. The mutual agreement to arbitrate claims under the program means that both you and Prestige Estates are bound to use the EDR Program as the only means of resolving employment related legal disputes and to forego any rights either party may have to a jury trial or any court trial, on issues covered by the EDR Program. However, the remedies that are available to you and Prestige Estates in a court of law will not be forfeited by virtue of the EDR Program. The only legal claims not covered by the Arbitration process described herein are claims seeking injunctive and/or declaratory relief due to: (a) unfair competition, (b) the use or unauthorized disclosure of trade secrets or confidential information, (c) the breach of non-disclosure, non-competition, non-solicitation agreements, and/or (c) theft, embezzlement or conversion of property.

This EDR Program does not establish any terms of employment other than to act as a mechanism for resolving employment disputes. Nothing in the EDR Program creates a contract of employment, expressed or implied, for any period of time, nor does it alter the at-will status of your employment with Prestige Estates. The EDR Program covers all employees of Prestige Estates.

## **STEP ONE: Open Communication**

Prestige Estates promotes ongoing, open communication between its employees and management. Good communication is essential to the well being of Prestige Estates as an organization and to the consumers it serves. By using this procedure, employees can call upon

their supervisors and Company management to evaluate and address their concerns. Employees can use the procedure when they feel a work-related decision is not consistent with established Prestige Estates policies and practices, including those outlined in our employee handbook or Company policy manuals.

Employees should discuss their concerns with their immediate supervisor and/or Program Director within **10 working days** after the incident subject to the complaint. If the employee is not satisfied with the response, he/she should take their concern to the next supervisory level, Program Director or to the Human Resources Director. If still unsatisfied with the resolution, you may proceed with a written complaint to the Executive Director, and the Executive Director's determination will be considered final for Step One.

Where the employee believes it would be inappropriate to discuss their concerns with their immediate supervisor or Program Director, they may certainly bypass their supervisor and seek assistance from the next level of management or the Human Resources Director or directly to the Executive Director. If employees have concerns about compensation, benefits, working conditions, accommodation, workplace, assignments or any other work-related matter, they are encouraged to voice those concerns openly and directly to their supervisors or another member of management. Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Employees should feel an individual responsibility to cooperate with their fellow workers and to bring their best ideas and efforts to every job undertaken. An employee will not be penalized for using the EDR Program in good faith.

The Open Communication Step gives you the ability to express your concerns and seek a solution that is mutually acceptable to you and Prestige Estates. If you find that you are unable to find a satisfactory solution, you may move to the Arbitration Step. You must exhaust your opportunity to resolve any complaints through Step One before proceeding to Step Two.

## **STEP TWO: Arbitration**

Arbitration is the final step in Prestige Estates' EDR Program, and it concerns the resolution of disputes involving your legally protected rights, including employment-related claims, as specified below.

**General Agreement.** Both Prestige Estates and you agree that all questions as to rights and obligations arising in connection with your employment are subject to arbitration, and the provisions of the American Arbitration Association shall govern such arbitration. Any and all claims, disputes or controversies involving legally protected rights which arise out of or relate to your employment (with the limited exceptions stated below) and/or the cessation of your employment must be resolved exclusively by final and binding arbitration administered under the American Arbitration Association ("AAA") under its Employment Arbitration Rules and Mediation Procedures in effect at the time the claim or dispute arose, unless other rules are agreed upon by the parties. All employment related claims involving legally protected rights against Prestige Estates and its supervisors, managers, employees, agents, representatives, officers and directors (with the limited exceptions stated below) must be submitted to arbitration

for final and binding resolution, including but not limited to: claims for unpaid wages, overtime or commissions; discrimination or harassment on the basis of race, sex, age, national origin, religion, disability, sexual orientation, gender identity or any other unlawful basis; breach of contract; unlawful retaliation; constitutional deprivations; arising out of any accident or occurrence, or any claim for or regarding insurance or other benefits, including their administration, affect or construction; wrongful discharge; COBRA; defamation; fraud; emotional distress; negligence; personal injury, defamation and any other employment-related tort, contract, statutory or regulatory claims brought under federal, state, or local law. Binding arbitration shall be the sole and exclusive remedy for the resolution of all such claims. The Arbitrator will have the ability to award all relief and remedies provided under applicable law. Any arbitration award will be binding on both you and Prestige Estates. Claims not covered by this Agreement are those claims seeking Injunctive and/or declaratory relief due to unfair competition, due to the use or unauthorized disclosure of trade secrets or confidential information, due to the breach of non-disclosure or non-competition covenants, or claims concerning theft, embezzlement or conversion of property. Claims that are not based on a legal claim or matters filed with the National Labor Relations Board also are not subject to arbitration, just like they would not be subject to resolution through court litigation. This Agreement in no way limits or detracts from Prestige Estates' status as an at-will employer and your status as an at-will employee during the term of your employment at Prestige Estates.

Copies of AAA's Employment Arbitration Rules and Mediation Procedures are available from the Prestige Estates Human Resource Director or at the AAA's website ([www.adr.org](http://www.adr.org)).

***Demand for Arbitration.*** Once Step One (Open Communication) has been completed without satisfaction, either party may make a demand for arbitration by filing a demand in writing with the other. Any claims received after the applicable/relevant statute of limitations period has passed shall be deemed null and void.

***Appointment of Arbitrators.*** Prestige Estates and you may agree on one arbitrator, but in the event that they cannot so agree, there will be three arbitrators, one named in writing by each of the parties within 10 calendar days after demand for arbitration is made, and a third to be chosen by the two arbitrators named. If either party fails to timely join in the appointment of the arbitrators, the arbitrators will be appointed in accordance with the provisions of the American Arbitration Association.

***Hearing.*** All arbitration hearings conducted under the terms of this agreement, and all judicial proceedings to enforce any of the provisions of this agreement, shall take place in the AAA's office that is closest to the location where you were employed when the events giving rise to the dispute to be arbitrated occurred. The hearing before the arbitrators of the matter to be arbitrated will be at the time and place within that County selected by the arbitrators. Notice of hearing will be given and the hearing conducted in accordance with the provisions of American Arbitration Association. At the hearing, either party may present any relevant evidence, and the formal rules of evidence applicable to judicial proceedings will not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrators. The arbitrators will hear and determine the matter and will execute and acknowledge their award in writing and deliver a copy to each of the parties by registered or certified mail.

**Arbitration Award.** The award of the arbitrator shall be a reasoned award with findings of fact and conclusions of law. If there is only one arbitrator, his or her decision shall be binding and conclusive on both you and Prestige Estates. If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrators and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. Any court having jurisdiction may render a judgment confirming the award of the arbitrators; or the court may vacate, modify, or correct the award in accordance with the provisions of the American Arbitration Association.

**Costs of Arbitration.** Prestige Estates will pay the actual AAA costs of arbitration excluding attorney's fees. Each party will pay its own attorneys fees and other costs incurred by their respective attorneys.

**Conduct of Arbitration.** Any arbitration brought under the terms of this Agreement shall be conducted in the following manner:

1. **Time Limitations.** The parties agree that the following time limitations shall govern the arbitration proceedings conducted under the terms of this agreement:

- a. Any demand for arbitration must be filed within 60 calendar days of the date on which the final determination under Step One has been rendered. Step One must be exhausted before proceeding to Step Two, Arbitration.
- b. Hearing briefs must be submitted within 10 calendar days of the hearing date.
- c. The arbitration award must be made within 25 days of the receipt of hearing briefs.

**Discovery in Arbitration Proceedings.** The parties agree that discovery may be conducted in the course of the arbitration proceeding in accordance with the following provisions:

1. Each party may notice no more than three (3) depositions in total, including both witnesses adherent to the adverse party and third-party witnesses.

2. Each party may serve no more than fifteen (15) requests for admission on the other party. No requests may be served within 30 days of the date of hearing, unless the parties otherwise stipulate. All requests for admission shall be responded to within ten (10) days of service of the requests, unless the parties otherwise stipulate.

3. Each party may serve no more than twenty-five (25) interrogatories on the other party. No interrogatory shall contain subparts, or concern more than one topic or subject of inquiry. Interrogatories may not be phrased so as to circumvent the effect of this clause. No interrogatories may be served within 45 days of the date of hearing, unless the parties otherwise stipulate.

stipulate. All interrogatories shall be responded to within 30 days of service of the interrogatories, unless the parties otherwise stipulate.

4. Each party may serve no more than twenty-five (25) requests for production of documents on the other party. No request for production of documents shall contain subparts, or seek more than one type of document. Requests for production of documents may not be phrased so as to circumvent the effect of this clause. Unless the parties otherwise stipulate, requests for production of documents may not be served within 45 days of the date of hearing, and all requests for production of documents shall be responded to within 30 days of service of the requests.

5. If any party contends that the other party has served discovery requests in a manner not permitted by these provisions, or that the other party's response to a discovery request is unsatisfactory, the party may request the arbitrator(s) to resolve such discovery disputes. The arbitrator(s) shall prescribe the procedure by which such disputes are resolved.

**Exclusive Remedy.** If you file a lawsuit regarding a dispute arising out of or related to your employment or the cessation of your employment, Prestige Estates will use the EDR Program in support of its request to a court to dismiss the lawsuit and require you instead to participate in arbitration of the dispute. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Either party may bring an action in any court of competent jurisdiction to compel arbitration under the EDR Program, to enforce an arbitration award, and to vacate an arbitration award. However, in actions seeking to vacate an award, the standard of review to be applied by said court to the arbitrator's findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

**Severability.** Your agreement to the application of the EDR Program to all employment disputes is a condition of you accepting employment and/or continuing employment with Prestige Estates. If any provision of either the AAA's rules or the EDR Program are determined to be unlawful, invalid, or unenforceable, such provision shall be enforced to the greatest extent permissible under the law and all remaining terms and provisions shall continue in full force and effect. Under the EDR Program both Prestige Estates and you surrender rights to engage in civil litigation and to have a trial by a judge and/or jury of any dispute involving legally protected rights described herein. If you continue working for Prestige Estates after notice of this EDR Program, you will be deemed to have agreed to the terms of this Program.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EMPLOYER

EMPLOYEE

Prestige Estates, LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Renee' Snyder, Executive Director

\_\_\_\_\_  
Printed Name