

THE DISPUTE RESOLUTION PLAN

1. Purpose and Construction

The Dispute Resolution Plan ("The Plan") is intended to facilitate the prompt, fair, and inexpensive resolution of legal Disputes between The Company and its present and former Employees, including applicants. The Plan is intended to create an exclusive mechanism for the final resolution of all Disputes falling within its terms. It is not intended to abridge or enlarge any legal rights except as set forth herein. The Plan does not modify the "at-will" employment relationship between The Company and its Employees. The Plan should be interpreted in accordance with these purposes and objectives.

2. Definitions

- A. "AAA" means the American Arbitration Association, the entity selected by The Company to mediate and/or arbitrate Disputes between an Employee and The Company pursuant to The Plan.
- B. The "Act" means the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*
- C. "The Company" means Hallrich Incorporated, a Kansas Corporation, and all of its officers, directors, managerial and supervisory Employees, agents, subsidiaries and affiliates, including all Pizza Hut and facilities owned and/or operated by Hallrich Incorporated. "The Company" also includes every plan of benefits, whether or not tax-exempt, established or maintained by The Company, and the fiduciaries, agents and Employees of all such entities. "The Company" shall also include the successors and assigns of all such persons and entities.
- D. "Dispute" means a claim, demand or controversy to which this Plan applies between persons bound by The Plan.
- E. "Employee" means any applicant for employment on or after the effective date of The Plan, and any current Employee or former Employee who has signed a Dispute Resolution Plan Acknowledgment of Receipt and Agreement to Be Bound Form.
- F. "Party" means The Company and those Employees and persons defined in paragraph 2.E of The Plan.
- G. "The Plan" means the Dispute Resolution Plan, as amended from time to time.

3. Exclusive Remedy

The Plan shall be the exclusive, final and binding method by which Disputes are resolved. Any proceedings under The Plan shall occur only on an individual basis and not as a class, collective, representative, private attorney general or consolidated action. Consequently, the commencement of proceedings under this Plan shall be a condition precedent to the initiation of any legal action by an Employee against The Company and any such legal action shall be limited to those actions available under The Act. Except as otherwise provided herein, the Parties shall have no right to litigate, whether on behalf of or as a part of any purported class, collective, representative, private attorney general or consolidated action (collectively referred to as "Class Action"), any Dispute in any other forum.

EXHIBIT

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Furthermore, no Party to this Plan may initiate a Class Action in court or in arbitration in order to pursue any Dispute that is subject to proceedings under The Plan. Moreover, no Party may join a Class Action or participate as a member of a Class Action instituted by someone else in court or in arbitration in order to pursue any claims that are subject to proceedings under The Plan. It is the Parties' intent to the fullest extent permitted by law to waive any and all rights to the application of Class Action procedures or remedies with respect to all Disputes subject to this Plan. It is also expressly agreed that any arbitrator adjudicating Disputes under this Plan shall have no power or authority to adjudicate Class Action claims or proceedings. The waiver of Class Action Disputes and proceedings is an essential and material term of The Plan.

4. Application and Coverage

- A. Unless and until revoked by The Company pursuant to The Plan, this Plan applies to and binds The Company, all Employees as defined in paragraph 2.E above, and the heirs, beneficiaries, successors, and assigns of any such persons. All such persons shall be deemed Parties to this Plan in accordance with paragraph 2.F above.
- B. Except as provided for herein, this Plan applies to any legal or equitable claim, demand or controversy, now in existence or that may exist in the future, in tort, contract, under common law or statute, or otherwise alleging a violation of any legal obligation, between persons bound by The Plan, which relates to, arises from, concerns or involves in any way:
 - 1. The Plan;
 - 2. The employment of an Employee, including the application for and the terms, conditions, or termination of such employment;
 - 3. Employee benefits or other incidents of employment with The Company, provided, however, that this Plan does not alter the terms, requirements or benefits (including any claims or internal appeals procedures) of any employee welfare benefit plan or pension plan sponsored by The Company; or
 - 4. Any other matter related to the relationship between the Employee and The Company including, by way of example and without limitation, allegations of: discrimination based on race, color, sex, religion, age, ethnic origin, national origin, genetic information, military or veteran status, disability or handicap; sexual or other harassment; retaliation; wage disputes over compensation, expense reimbursement, wages or leave; workers' compensation retaliation; defamation; infliction of emotional distress; invasion of privacy; promissory estoppel; wrongful discharge or wrongful termination; public policy; breach of fiduciary duties; and breach of contract.
- C. Notwithstanding anything to the contrary in this Plan, The Plan does not apply to (i) Employees' claims for workers' compensation and unemployment compensation benefits, or (ii) claims by The Company with respect to allegations of trade secret violations, breach of the duty of loyalty, and breach of non-competition provisions and agreements. Further, nothing herein is intended or will operate to affect the exclusive remedies provided under the applicable workers' compensation statute or unemployment compensation statute.

- D. The Plan does not preclude the Parties from filing a charge, pursuing or participating in an administrative investigation of a charge before the EEOC, NLRB, DOL or any other administrative agency. With respect to any charges brought before the EEOC or the OCRC, the Parties expressly waive their right, however, to obtain any and all monetary relief/damages as a result of any filed charge, or any court action brought on the Parties' behalf by the EEOC or any other state government agency.
- E. The Plan shall apply in the form existing at the time proceedings are initiated under it.
- F. To the extent not inconsistent with The Plan, the AAA Employment Arbitration Rules and Mediation Procedures (and no others) also apply to all proceedings governed by The Plan. The AAA Rules and Mediation Procedures are available at http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362&revision=latestreleased.

5. Mediation (Step 1)

- A. Before proceeding to binding arbitration as set forth hereunder, the Parties must first submit a Dispute to mediation.
- B. A Party must initiate proceedings under The Plan by filing with the AAA a written mediation request. The mediation request must be filed within six (6) months of the date of the occurrence of the event which gave rise to the Dispute or within some alternative period of time agreed upon by the Parties. The Parties waive any statute of limitations to the contrary. Failure of a Party to timely file the mediation request shall bar the Party from any relief or other proceedings under this Plan or otherwise, and any such Dispute shall be deemed to have been finally and completely resolved.
- C. At the time that the mediation request is filed, the initiating Party shall serve a copy of it on all other Parties to the Dispute. The mediation request shall describe the nature of the Dispute, the amount of money involved, if any, and the remedy sought.
- D. The AAA shall review the mediation request and appoint a mediator who will schedule a mediation conference between the Parties within thirty (30) days of the date it receives the mediation request.
- E. No later than one week before the mediation conference, the Parties must submit to the mediator concise written summaries of their positions together with any supporting documents. These position statements may include proposed solutions to the matters in controversy. Copies of position statements must be served on all other Parties.
- F. The entire mediation process will be confidential. No record of mediation conference will be made, except that the terms of any settlement reached during a conference shall be memorialized in a writing signed by both Parties. All statements, promises, offers, and opinions made during the conference, whether oral or in writing, will be confidential and will not be subjected to discovery or admissible for any purpose in arbitration or in any other legal proceedings involving the Parties, other than an action to enforce a settlement agreement. Evidence otherwise admissible or subject to discovery, however, will not be excluded from discovery or be inadmissible in evidence simply as a result of its having been referenced or used in the mediation process.

- G. Upon the occurrence of any of the following events, the mediation process shall be deemed to have been concluded: (i) the Dispute has been resolved; (ii) either the mediator or one or more of the Parties determines that all settlement possibilities have been exhausted and there is no possibility of resolution or (iii) forty-five (45) days have passed since the filing of the Mediation Request with the AAA.

6. Initiation of the Binding Arbitration Process (Step 2)

- A. A Party who has previously submitted a Dispute to mediation, and which Dispute has not been resolved, must initiate any arbitration proceeding under this Plan within fourteen (14) days from the date that the mediation process has been concluded. Failure of a Party to timely initiate a proceeding hereunder shall bar the Party from any relief or other proceedings under this Plan, and any such Dispute shall be deemed to have been finally and completely resolved.
- B. A Party must initiate proceedings by filing with the AAA a written arbitration request. The Company will tender the appropriate administrative fee (even where an Employee initiates the arbitration proceedings).
- C. At the time that the arbitration request is filed, the initiating Party shall also serve a copy of the request on all other Parties to the Dispute. The arbitration request shall include the following information:
 - 1. A description of the Dispute in sufficient detail to advise the other Party of the nature of the Dispute;
 - 2. The date when the Dispute first arose;
 - 3. The names and work locations of any persons with knowledge of the Dispute; and
 - 4. The relief and remedy requested.
- D. Parties on whom notice is served shall answer in writing within fifteen (15) days of receiving the arbitration request.
- E. The answer to the arbitration request shall include the following information:
 - 1. A response, by admission or denial, to each allegation set forth in the arbitration request;
 - 2. All affirmative defenses to the Dispute; and
 - 3. All Disputes in the nature of counterclaims which can be asserted against the other Party to the proceedings.
- F. The Party to whom a counterclaim is directed shall file a written response to its allegations within seven (7) days of receiving the counterclaim.

7. Arbitration Procedures

A. Appointment of Arbitrator

Immediately after payment of the arbitration fee, the AAA shall implement the procedure for selection of an arbitrator as set forth in its Employment Arbitration Dispute Rules and Mediation Procedures.

B. Date, Time and Place of Hearings

1. The AAA shall determine the location for the hearing.
2. The arbitrator shall set the date and time for the hearing. The date of the hearing shall be no later than 180 days after the date of the filing of the arbitration request.
3. Notice of any hearing shall be given at least ten (10) days in advance, unless the Arbitrator determines that a shorter time is necessary.

C. Conferences

The arbitrator may hold conferences for the discussion and determination of any matter which will expedite the hearing, including:

1. Clarification of issues;
2. Determination of preliminary issues, including summary determination of dispositive legal issues;
3. Discovery;
4. The time and location of hearings or conferences;
5. Interim legal or equitable relief authorized by applicable law;
6. Pre- or post-hearing memoranda;
7. Stipulations; or
8. Any other matter of substance or procedure.

D. Procedure

1. The arbitrator shall be the sole judge of the relevance, materiality and admissibility of evidence offered at the hearing.
2. The arbitrator shall determine the number of days required for the hearing.
3. In the absence of contrary legal authority, the Party who submitted the arbitration request shall have the burden of proof on each element of the Dispute. The answering Party shall have the burden of proving affirmative defenses and the elements of any counterclaims asserted.

4. The Party with the burden of proof shall present its case-in-chief first. At the conclusion of that Party's case-in-chief, the other Party may submit a motion for a directed finding. If such a motion is denied, or if it is not dispositive of the entire Dispute, the other Party may present its case-in-chief. Parties may call witnesses on rebuttal following the completion of the other Party's case-in-chief.
5. The arbitrator may subpoena witnesses or documents at the request of a Party or on the arbitrator's own initiative.
6. The arbitrator may consider the evidence of witnesses by affidavit or deposition, but shall give evidence so presented only such weight as the arbitrator deems appropriate after consideration of any objection made to its admission.

E. Pre-hearing Discovery and Motions

1. On a schedule to be determined by the arbitrator, the Parties shall exchange names and addresses of all witnesses, including experts they intend to call, and produce all documents they intend to offer, at the hearing. The subject matter of each witness' expected testimony shall also be provided at the time the witness is identified.
2. The arbitrator shall have discretion to determine the form, amount and frequency of discovery, subject to the following guidelines:
 - a. The deposition of the Party who submitted the arbitration request shall be allowed as a matter of right. One deposition of the answering Party also shall be allowed as a matter of right. These depositions shall not exceed four hours, unless the Parties agree otherwise or the arbitrator determines, upon a showing of good cause, that a longer deposition is reasonable and necessary.
 - b. Each Party may propound one set of no more than ten interrogatories, including subparts. Additional interrogatories may be propounded only upon a showing of good cause.
3. Discovery, including document requests and requests for admissions, as well as the depositions and interrogatories permitted under paragraph 7.E.2 above, shall be conducted/propounded in accordance with the Federal Rules of Civil Procedure (excluding Rule 26(a) (1) – (4)), subject to any restrictions imposed by the arbitrator of The Plan.
4. All discovery must be completed no later than ninety (90) days after the filing of the answer, unless the Parties agree otherwise or the arbitrator determines, upon a showing of good cause, that the discovery shall continue beyond this date.
5. Either Party may file a motion for summary judgment. The arbitrator shall determine a briefing schedule, allowing for an opening brief, opposition brief and reply brief. Summary judgment motions must be filed, briefed and decided by the arbitrator no later than forty-five (45) days after the close of the discovery.

F. Attendance at Hearings

The arbitrator shall maintain the privacy of the hearing to the extent permitted by law. The arbitrator shall order witnesses to be excluded at the request of any Party. However, the following persons are exempt from any exclusionary order and may attend every stage of the proceedings, regardless of their status as potential witnesses: the Party who submitted the arbitration request, the answering Party, and the attorneys for any Party.

G. Postponement

1. The arbitrator, for good cause shown by a Party, or on his or her own initiative, may postpone any hearing or conference.
2. If the Parties mutually agree, the arbitrator must postpone any hearing.
3. The pendency of court proceedings related to the same matter is not good cause for postponement.

H. Oaths

Before proceeding with the first hearing, the arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator shall require witnesses to testify under the oath. Oaths shall be administered by the arbitrator or the court reporter, if one is present.

I. Stenographic Record

There shall be no stenographic, tape recorded, or videotape record of the proceedings unless requested by one of the Parties. The Party requesting the record shall bear the cost of producing the same, provided, however, that if the other Party requests a copy, the total cost shall be shared equally by the Parties.

J. Arbitration in the Absence of a Party

The arbitration 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. Rather, the arbitrator shall require any Party who is present to submit such evidence as the arbitrator may require for the making of an award.

K. 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 any Party and shall determine the procedure and timing of such filings.

L. Closing and Reopening of Hearing

1. When the arbitrator is satisfied that the record is complete, including submission of any post-hearing briefs or documents permitted by the arbitrator, the arbitrator shall declare the hearing closed.

2. The hearing may be reopened on the arbitrator's initiative or upon application of a Party, at any time before the award is made.

M. Waiver of Procedures

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

N. Service of Notices and Papers

Any papers, notices, or process necessary or proper for the initiation or continuation of any proceeding under The Plan (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 any Party by mail addressed to the Party or his representative at the last known address, or by personal service. The AAA, the Parties, and the arbitrator may also use electronic facsimile (fax) transmission or overnight delivery to give any notices required by these procedures. Where all Parties and the arbitrator agree, notices may be transmitted by electronic mail (e-mail).

O. Communication with the Arbitrator

There shall be no ex parte 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.

P. 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.

Q. Form of Award

The award shall be in writing and signed and dated by the arbitrator. The arbitrator shall give signed copies of the award to all Parties.

R. 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 within 20 days after the transmittal of the award if the arbitrator finds that the award as rendered is ambiguous or defective in form (i.e. contains any clerical, typographical, technical or computational errors in the award), or if the award requires an illegal or impossible act. Except as provided in accordance with applicable law, these are the only circumstances under which an arbitrator shall have jurisdiction to withdraw or modify an award.

S. Damages and Relief

Upon a finding that a Party has sustained its burden of proof on any Dispute or counterclaim, the arbitrator may award such monetary or injunctive relief as may

be just and reasonable under applicable law. In awarding relief, however, the arbitrator shall abide by this Plan and shall further adhere to the following guidelines:

1. All Parties have a duty to mitigate their damages by all reasonable means. The arbitrator shall take a Party's failure to mitigate into account in granting any relief or remedies.
2. The arbitrator may award any Party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof, incurred in defending against a Dispute or counterclaim that is frivolous or brought for the purpose of harassment.

T. Settlement

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

U. Scope of Arbitrator's Authority

The arbitrator's authority shall be limited to the resolution of legal Disputes between the Parties defined in The Plan. As such, the arbitrator shall be bound by and apply applicable substantive law as set forth in this Plan. The arbitrator shall not have the authority either to abridge or enlarge rights available under applicable law, but the arbitrator may grant any remedy or relief that would have been available to the Parties had the matter been heard in court, including awards of attorneys' fees and costs. The arbitrator may also grant emergency or temporary relief which is or would be authorized by applicable law. The arbitrator is precluded from presiding over Class Action claims. The arbitrator also may not decide issues relating to arbitrability, the scope or enforceability of The Plan, or the validity, enforceability and interpretation of its prohibitions against class, collective, representative, private attorney general or consolidated action proceedings, which shall be for a court of competent jurisdiction to decide.

V. Judicial Proceedings and Exclusion of Liability

1. Neither the AAA nor any arbitrator is a necessary or proper Party in judicial proceedings relating to the arbitration under this Plan.
2. Neither the AAA nor any arbitrator shall be liable to any Party for any act or omission in connection with any proceeding within the scope of this Plan.
3. Any court with jurisdiction over the Parties may compel a Party to proceed under this Plan at any place and may enforce any award made.
4. Parties to this Plan 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.
5. Initiation of, participation in, or removal of a legal proceeding shall not constitute a waiver of the right to proceed under this Plan.

8. Other Plan Aspects

A. Representation

Any Party to either a mediation or an arbitration may be represented by an attorney. Where an Employee retains an attorney, it is at the Employee's own expense.

B. Fees and Expenses

1. The expenses of witnesses shall be borne by the Party calling such witnesses, except as otherwise provided by law or in the award of the arbitrator.
2. All attorneys' fees in either mediation or arbitration shall be borne by the Party incurring them, except as otherwise provided by applicable law or by The Plan.
3. Regardless of whether the demand for mediation or arbitration is initiated by The Company or an Employee, the AAA administrative fees will be paid by The Company.
4. The Company shall be responsible for any other AAA administrative fees and the fees and expenses of the mediator and/or arbitrator.
5. Each Party shall bear its own costs of discovery during the proceeding.

C. Communication with the AAA

Any Party wishing to invoke proceedings under this Plan must file a written mediation or arbitration request to:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
Toll free number: 877-495-4185
Fax number: 877-304-8457
Email: casefiling@adr.org

Requests for mediation may also be filed online via the AAA WebFile® at www.adr.org. Sample forms are available on the AAA website.

D. Amendment

1. This Plan may be amended by The Company at any time and from time-to-time. However, no amendment shall apply to a Dispute of which The Company had actual notice on the date of the amendment.
2. No amendment will be effective:
 - a. Until notice of the amendment is sent to the AAA and to those Employees described in paragraph 2.E; or

- b. As to a Dispute of which The Company had actual notice (by notice of intent to arbitrate or otherwise) on the date of amendment.

E. Termination

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

- 1. Until sixty (60) days after notice of such termination is given to Employees; or
- 2. As to any Disputes which arose prior to the date of such termination.

9. Applicable Law

- A. These proceedings and any judicial review of awards under these rules shall be governed by the Act. If a court of competent jurisdiction determines that the Act is inapplicable, however, these proceedings and any judicial review of awards under these rules shall be governed by the Ohio Arbitration Act, Ohio Revised Code 2711.01 *et seq.* To the extent that issues regarding the validity or enforceability of this Plan are not determined by the Act or the Ohio Arbitration Act, then principles of Ohio common law shall govern such determination.
- B. Except where otherwise expressly provided in this Plan, the arbitrator shall apply the substantive law which would be applied by a United States District Court sitting at the place of the hearing.
- C. The Act shall apply to this Plan and any proceedings under The Plan, including any actions to compel, enforce, vacate or confirm proceedings, awards, orders of any arbitrator, or settlements under The Plan.
- D. Other than as expressly provided herein, 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 compensatory and punitive damages (as limited herein), which a Party could obtain from a court of competent jurisdiction on the basis of the claims made.
- E. Other than as expressly provided herein, 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.
- F. Any award of attorneys' fees or costs shall be made in accordance with applicable law.

10. Administrative Proceedings

- A. To the extent it does not conflict with paragraphs 4.D or 4.E, The Plan shall apply to a Dispute sought to be brought before any local, state or federal administrative body unless prohibited by the laws applicable to the interpretation or enforcement of this Plan.
- B. Participation in any administrative proceeding by The Company shall not affect the applicability of The Plan to any such Dispute.

11. Severability

The terms of this Plan 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 may be reformed, and, as reformed, enforced. In the event a court of competent jurisdiction determines that any provision of The Plan is unenforceable or should be reformed, the Dispute shall then be resolved by the arbitrator under The Plan consistent with such court's determination.

12. Effective Date

The effective date of this Plan shall be July 1, 2014.

DISPUTE RESOLUTION PLAN ACKNOWLEDGMENT OF RECEIPT
AND AGREEMENT TO BE BOUND

YOU CANNOT BEGIN OR CONTINUE TO WORK FOR THE COMPANY UNTIL THIS DOCUMENT IS SIGNED AND RETURNED TO THE COMPANY.

I acknowledge that The Plan does not preclude the Parties from filing a charge, pursuing or participating in an administrative investigation of a charge before the EEOC, NLRB, DOL or any other administrative agency.

I acknowledge that I have been given a copy of the Dispute Resolution Plan ("The Plan") and the Summary Explanation of The Plan. I agree that I will be bound by The Plan. I also acknowledge that I have been given a reasonable opportunity to review The Plan, and I understand and agree that mediation, and if unsuccessful, arbitration under The Plan will be my sole and exclusive remedies for any legal claims or Disputes I may have against The Company regarding my employment, application for employment or the termination of my employment. I acknowledge that my agreement to be bound by this Plan is made in exchange for my employment or continued employment. Finally, I realize that my employment-at-will status with The Company will not change on account of my signing this document and agreeing to be bound by The Plan.

Employee Name (Printed)

Employee Signature

Date signed

Courtney Dimidik - Dispute Resolution Plan

The Dispute Resolution Plan is intended to facilitate the prompt, fair, and inexpensive resolution of legal disputes between the company and its present and former employees.

Electronic Signature

First Name: Courtney
Last Name: Dimidik
Unique Username: obsidianbutterfly
Signed On: 3/20/2021 at 9:42 PM

Contents of file attachment on following page(s):