

Workers' Compensation Alternative Dispute Resolution Agreement ("ADR")

Between the

Industrial, Professional and Technical Workers
International Union, SIUNA, AFL-CIO
(Union)

And

JT Wimsatt Contracting Co., Inc.
(Signatory Contractor)

This Agreement is made and entered into this 2 day of December, 2015, by and between Industrial Professional and Technical Workers' International Union, SIUNA, AFL-CIO (hereinafter referred to as "UNION") and JT Wimsatt Contracting Co., Inc. (hereinafter referred to as "EMPLOYER"). The term "parties" as used herein shall refer to UNION and EMPLOYER.

ARTICLE I PURPOSE

1.1 It is the intent of this Agreement to provide employees who claim compensation for personal injuries and occupational diseases (hereinafter referred to as "injuries") under the California Workers' Compensation Law (hereinafter referred to as the "Law") with improved access to high-quality medical care, and to reduce the number and severity of disputes and provide an efficient and effective method of dealing with disputes resulting from such injuries by utilizing the provisions of SB 983, Chapter 117 of the 1993 session of the State of California Legislature (Labor Code Section 3201.5) to establish a system, referred to as the "ADR" program, of medical care delivery and dispute prevention and resolution, which may be used by any employer who is signatory to a collective bargaining agreement with UNION.

ARTICLE II SCOPE OF AGREEMENT

2.1 This Agreement, which was negotiated by the parties, shall apply to all firms who sign this Agreement or a memorandum of understanding to be bound by this Agreement. The term "employer" as used herein, shall refer to any such a firm.

2.2 This Agreement shall apply only to injuries as defined by the Law sustained by employees covered by UNION collective bargaining agreements during their employment by an employer in California during the term of this Agreement.

2.3 This Agreement shall remain in effect for a period of one year from the date of its execution by the parties. It shall continue in effect from year to year thereafter unless terminated by either party to the Agreement in the manner provided herein. Either party desiring to terminate this Agreement must notify the other, and the Labor Management Committee established under this Agreement, in writing, at least 90 days prior to the anniversary date. Upon termination, or withdrawal, any case involving an injury that occurred during the term of the Agreement, or during the term this Agreement was applicable to the withdrawing employer, shall continue and be resolved subject to the terms of this agreement and the Rules promulgated hereunder.

2.4 This Agreement represents the complete understanding of the parties with respect to the subject matter dealt with herein.

2.5 In any instance of conflict, the provisions of this Agreement shall take precedence over provisions of the Law, so far as permitted by the provisions of Labor Code 3201.5 of the State of California.

2.6 There shall be a Labor Management Committee (LMC) established consisting of six (6) members. Employer shall appoint three (3) members of the LMC and UNION shall appoint three (3) members of the LMC. The terms of the appointees shall run concurrent with the term of this Agreement. The Committee shall promulgate rules for its operation.

2.7 The parties have selected American Ombudsman Enterprises (AOE) to provide Ombudsman services. In addition, AOE shall provide ADR Court Administrative services performing duties that include acting as Clerk of the ADR Court. AOE has over twenty (20) years experience providing such services to various collectively bargained ADR programs and systems in California and Hawaii.

2.8 The term employer shall also include the employer's workers' compensation insurance carrier and/or the employer as self-insured, as the context so requires.

ARTICLE III
AUTHORIZED MEDICAL PROVIDERS

3.1 All medical and hospital services required by employees subject to this Agreement as the result of a compensable injury, shall be furnished by health care professionals and facilities (hereinafter "authorized providers") selected by the employee from the following:

A. The physician that the employee has designated in writing as his or her personal physician, provided: (a) on the date of the injury the employee had health coverage for injuries or illnesses that are not work related; (b) the physician is the employee's regular physician, who is either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed the employee's medical treatment and retains the medical records of the employee; (c) prior to the injury the employee's physician has agreed in writing to treat the employee for work injuries and/or illnesses; (d) prior to the injury the employee has notified his or her employer in writing of the name, business address and telephone number of such designated personal physician; and, (e) that the designated personal physician shall not be the Primary Treating Physician (PTP) for the injured employee if the personal physician is limited by a provision or provisions of the California Labor Code as to the number of visits the personal physician may have with the injured worker.

B. Those health care providers attached as Exhibit 1 to this Agreement. This list of authorized providers can be changed, including additions or deletions, at any time by the LMC. All authorized providers who are specialists shall be certified in their respective specialties, provided such is available in the relevant geographic area.

3.2 In case of emergency when no authorized provider is available, the employee may seek treatment from a health care professional or facility not otherwise authorized by this agreement, to provide treatment during the emergency. The employee, employer or its insurance carrier shall transfer responsibility for treatment to an authorized provider as soon as possible, consistent with sound medical practices.

3.3 After selecting an authorized provider to furnish treatment as the Primary Treating Physician (PTP) for a particular injury, an employee may change once to another authorized provider to act in the capacity as PTP. Selection of an authorized provider as the initial PTP shall be complete either by: (a) direct selection by the employee; or, (b) the employee's acquiescence to treatment by a particular authorized provider that involves two or more office visits.

3.4 The PTP may refer the employee to secondary medical providers for various specialty treatments, diagnostics, etc., subject to Medical Utilization Review Services (UR) and authorization by the workers' compensation insurer.

3.5 Neither the Employer nor their workers' compensation insurance carrier shall be responsible for the cost of medical services furnished by a health care professional or facility not authorized pursuant to this Agreement. Nothing in this Article shall be construed to create a right for an employee to receive care at employer expense that is not reasonable and necessary to cure or relieve a work related injury.

3.6 The list of authorized providers may include, but not necessarily limited to, providers within the following specialties: Cardiology; Chiropractic, Dermatology; General Practice; Internal Medicine; Neurosurgery; Neurology; Occupational Medicine; Oncology; Ophthalmology; Orthopedics; Psychiatry; Pulmonary/Respiratory; Radiology. The list of authorized providers may be created by reference or by specific designation.

3.7 The LMC may add or delete medical providers from the list of authorized providers. In the event that an authorized provider furnishing treatment to an employee determines that consultation or treatment is necessary from a specialty for which no authorized provider has been selected through this agreement, or in the event that distance makes it impractical for treatment from the authorized provider, the workers' compensation insurer claims examiner shall select the additional specialist or the additional provider, subject to any applicable UR, who offers treatment at a distance not greater than 75 miles in one direction for the employee.

3.8 All prescription medicines required by virtue of injury subject to this Agreement shall be furnished by the employer through a prescription

medicine provider within a reasonable distance from the employee's residence or by mail.

3.9 Both the employer and the employee may request a second opinion from Qualified Medical Evaluator (QME) regarding causation, diagnosis, treatment and evaluation of related injury or injury. Only one such second opinion shall be permitted by either party for any issue. However, the parties may agree to use an Agreed Medical Examiner (AME) to resolve any medical issue(s) at any time.

3.10 Both the employer and the employee shall be bound by the opinion and recommendations of the authorized provider selected in accordance with this agreement. In the event of disagreement with an authorized provider's findings or opinion, the sole recourse shall be to obtain a second opinion from a QME through dispute prevention and resolution procedures established in this agreement and the Rules adopted by the LMC.

ARTICLE IV DISPUTE PREVENTION AND RESOLUTION

The parties hereto acknowledge that the provisions of California law governing the adjudication of disputed Workers' Compensation claims have resulted in delay, increased expense and other inefficiencies which result in undue detriment to employees and employers. In recognition of the foregoing, the parties hereby establish the exclusive alternative dispute resolution system set forth below.

4.1 The dispute prevention and resolution program will consist of three components: (a) Ombudsman; (b) Mediation; (c) Arbitration.

4.2 This program shall replace all of those dispute resolution processes, to the maximum extent permitted by law including those authorized pursuant to California Labor Code Section 3201.5, subject to the following exception:

Disputes between a party to this agreement and a person or entity who is not subject to the provisions of this agreement by subscription or law, unless such third party or entity agrees in writing to submit to the jurisdiction of this dispute prevention and resolution program.

Any claim subject to this Agreement filed with the California Workers' Compensation Appeals Board (WCAB) for resolution shall immediately be removed and placed within the ADR program established by this Agreement. This is the sole and exclusive means of dispute resolution and no dispute

shall proceed to the WCAB on a Petition for Reconsideration, or for any other reason or purpose, until it has completed the Ombudsman, Mediation and Arbitration processes defined by this agreement. The employee/injured worker shall cooperate in gaining the dismissal of the employer and the employer's insurer from any action the employee/injured worker has filed at the WCAB.

4.3 The Ombudsman will be subject to oversight by the LMC. The Ombudsman will be paid by the LMC or its designee. The Ombudsman shall receive complaints from employees who have filed claims for Workers' Compensation benefits subject to this Article and upon request of the employee shall assist the employee in attempting to resolve those disputes with the workers' Compensation insurer of an employer subject to this Article. The Ombudsman shall, upon timely request of an employee, assist the employee in completing a request for mediation and/or arbitration related to alleged work-related injuries subject to this Article. It is the continuing responsibility of the injured worker to provide the Ombudsman with his or her current address where he or she receives mail. It is the continuing responsibility of the employer/insurer to provide the Ombudsman with their current address where they receive mail, respectively.

4.4 An employee covered by this Agreement who believes that he/she is entitled to workers' compensation benefits and/or indemnity payments, including medical and hospital services, shall personally notify the Ombudsman of any issues or problems related thereto. The employee and the insurer/employer shall personally cooperate with the Ombudsman in the collection of data and factual information concerning the claim of injury and related issues and problems. If the issue cannot be resolved to the satisfaction of the employee within ten working days, the employee shall apply for mediation on the Request For Mediation form provided by the Ombudsman. Upon request of the party intending to seek Mediation, the Ombudsman shall assist the party with completion of the Request for Mediation form. The employee and employer may extend the ten working day period by mutual agreement. No issue will proceed to mediation without first being presented to the Ombudsman. The response of the Ombudsman to the employee shall be explained in terms, which are readily understandable by the employee. The Ombudsman will maintain a log recording all Ombudsman activity, including the date of each notification and the date of each response. The employer shall also be allowed to file disputes with the Ombudsman. A

third-party, not a party to this Agreement, may file a written request with the Ombudsman to assist in resolving a dispute involving either or both of the parties hereto, provided the dispute is related to a claim of industrial injury covered by this Agreement.

4.5 Application for mediation shall be made not more than thirty (30) calendar days after the Ombudsman has responded to the employee or employer's notification. Failure to file the appropriate request for mediation with the LMC will bar any further right to adjudicate the issue(s) addressed by the Ombudsman. Any application for mediation shall be assigned to a mediator within three (3) working days of a receipt of a request. The mediator will contact the parties to the dispute, including the insurance carrier and take whatever steps the mediator deems reasonable to bring the dispute to an agreed conclusion.

4.6 The mediator subject to this Agreement shall be from the list of Mediators and Arbitrators maintained by the ADR Court Clerk.

4.7 Mediation shall be completed in not more than 10 working days from the date of referral, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the mediator and the mediation process, or if both the employee and the employer mutually agree to an extension.

4.8 Neither party will be permitted to be represented by legal counsel/attorney at the Ombudsman stage or the mediation stage. The fact that an employee or employer representative or its workers' compensation carrier's representative has had legal training or is a licensed attorney shall not bar such person from participation in mediation unless he or she seeks to participate on the basis of a lawyer-client relationship. All communications between the mediator and the parties shall be directly with the parties, and not through legal counsel. This provision is not intended to limit any party's right to obtain legal advice. Any party has a right to legal advice at such party's own expense. The participation of legal counsel during any proceedings under this program is limited to the Arbitration, provided a written request for Arbitration has been timely filed with the LMC by the interested party. An attorney for any of the parties SHALL NOT be deemed "counsel-of-record" unless and until a timely Request for Arbitration has been completed and personally signed by the party-in-interest.

4.9 Within 30 calendar days after completion of the mediation process, any party not satisfied with the outcome shall complete and personally sign and file the completed Request For Arbitration form with the LMC. Upon receipt of the completed Request for Arbitration, the LMC shall immediately refer the matter for arbitration as provided for herein. The arbitration date will be set with sufficient advance notice to permit the parties to retain and/or consult with legal counsel.

4.10 The arbitrator shall have experience and be knowledgeable in the workers' compensation dispute process and shall have been at one time a certified specialist in workers' compensation law or a California Workers' Compensation judge. The arbitrator shall be assigned on behalf of the LMC by the ADR Court Clerk. In any case which has been regularly assigned to an Arbitrator for hearing hereunder, the Arbitrator shall have full power, jurisdiction and authority to hear and determine all issues of fact and law presented and to issue interim, interlocutory and final orders, findings, decisions and awards as may be necessary to the full adjudication of the case. The decision of the Arbitrator is subject to review by the Workers' Compensation Appeals Board (WCAB) in the manner required by Labor Code Section 3201.5, and shall have the same force and effect as an award, order, or decision of a workers' compensation judge.

4.11 Arbitration will be conducted pursuant to the ADR Rules established as authorized herein. Unless the parties to the matter otherwise agree, arbitration proceedings shall be completed within 60 days after referral, and an arbitration decision rendered within 10 working days of the completion of the proceedings. The arbitrator's decision shall be written in a form consistent with the WCAB practices. In order to foster expediency, efficiency and early resolution of claims for the parties, continuances of the Arbitration Trial/Hearing are not encouraged. It is expected that the parties and their respective attorneys to adhere to the Arbitration Trial/Hearing schedule. Any party requesting a continuance of an Arbitration Trial/Hearing shall apply for such continuance in writing to the Arbitrator and show just cause.

4.12 No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties. However, both the Ombudsman report and the Mediator's final report shall be reviewed by

the Arbitrator to confirm the issues that are in dispute and properly before the Arbitrator.

4.13 The mediator or arbitrator may in his sole discretion appoint an authorized health care professional as an Independent Medical Examiner (IME) to assist in the resolution of any medical issue, the cost to be paid by the insurance carrier, unless voluntarily paid by the employer.

4.14 The parties may submit a proposed settlement to the LMC at any time for assignment to an Arbitrator for expeditious issuance of award and/or order. Any such settlement shall be in the form of a Compromise and Release Agreement or in the form of Stipulations with Request for Award. The settlement shall be filed on a pre-printed form approved by the LMC. Submission of such a settlement shall not be deemed a timely request for mediation and/or arbitration as those dispute resolution stages are defined herein.

4.15 The costs of mediation, arbitration, disability evaluation specialists and related expenses shall be borne by the insurance carrier providing the workers' compensation coverage for the respective injury claims.

ARTICLE V Labor Management Committee

5.1 There shall be a Labor Management Committee (LMC) as referenced in this Agreement. The LMC shall be comprised of three (3) member(s), from UNION and three (3) members from Employer.

5.2 The LMC shall supervise all matters involving implementation and conformity with the provisions of this Agreement and California Workers' Compensation laws and labor codes. The LMC shall have full power and authority to develop and implement any ADR Rules and/or procedures the LMC deems necessary to carry out or affect the purpose and scope of this Agreement. In case of deadlock, the matter in dispute shall be referred to the American Arbitration Association for expedited adjudication. The arbitrator's decision shall be final and binding upon both parties hereto.

5.3 The initial entity providing ombudsman and ADR court administration services shall be American Ombudsman Enterprises (AOE). The LMC shall have the power and authority to terminate the initial provider of ombudsman and ADR court administration services. The hiring and termination

of subsequent providers of ombudsman and administration services shall be within the discretion of the LMC.

5.4 The parties recognize that adequate funding is essential in assuring the success of this Agreement. The mediators and arbiters appointed pursuant to this Agreement shall serve as independent contractors and there is a need to pay the expenses incurred conducting mediation and arbitration proceedings, recording arbitration proceedings and providing transcripts of those arbitration proceedings. There is need to expedite determination of permanent disability ratings by obtaining the services of independent disability evaluation specialists (commonly referred to as "raters"). The workers' compensation insurance carrier underwriting coverage pursuant to this Agreement shall pay the expenses enumerated in this section. Provided, however, the requesting party shall pay the cost of any transcript. Each party is responsible for the witness fees of any witnesses, expert or otherwise, such party requires.

5.5 The cost and expense of providing ombudsman services as directed by the LMC shall be paid by EMPLOYER. As a condition for participation by other employers in this ADR program, said employer(s) will be required to pay for ombudsman and administration services on the same basis as the initial parties to this Agreement.

5.6 In no event shall the LMC or its members be liable for the expenses of employer, employee, or insurance carrier.

ARTICLE VI MISCELLANEOUS ISSUES

6.1 All payments required to be made by the employer pursuant to this Agreement shall, in accordance with California law, be made by its workers' compensation insurance carrier ("insurer"). Similarly, all actions required by law to be undertaken by the insurance carrier rather than the employer shall be performed by the employer's insurer.

6.2 Upon termination of this Agreement the parties and the employers shall take whatever steps are necessary to insure that all obligations under this Agreement are fulfilled until all claims subject to this Agreement are resolved.

6.3 On projects where the owner, developer or general contractor supplies a project wrap-around insurance that includes worker' compensation insurance, the employer at his or her option may suspend this Agreement for that specific project.

6.4 In the event of legal action contesting the legality of this Agreement, or any portion of it, the parties shall split the cost of defending this Agreement, and shall actively assist in such defense, and shall solicit the participation and financial assistance of other interested parties in such defense.

6.5 If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

6.6 This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all parties were residents of California and the Agreement was made and performed in California.

IN WITNESS WHEREOF the parties have executed this agreement on the dates indicated below.

UNION:

By: Donny Om Wadl
Title: PRESIDENT
Date: 11-5-2015

Industrial, Professional and Technical Workers
International Union, SIUNA, AFL-CIO
10415 Lakewood Boulevard
Downey, CA 90241

EMPLOYER:

By: [Signature] / John E. Wimsatt III
Title: President
Date: 12/2/15

JT Wimsatt Contracting Co., Inc.
28064 Avenue Stanford, Suite B
Valencia, CA 91355

EXHIBIT 1

- 1. THE AUTHORIZED MEDICAL PROVIDERS AND FACILITIES SHALL INCLUDE THOSE SET FORTH IN THE APPROVED MEDICAL PROVIDER NETWORK (MPN) OF THE INSURER OF THE ADR PROGRAM.**

- 2. THE INITIAL AUTHORIZED MEDICAL PROVIDERS AND FACILITIES SHALL INCLUDE THE FOLLOWING:**
 - a. US Healthworks occupational medical clinics located in California**
 - b. Kaiser Permanente Occupational Medicine and Kaiser On-The-Job Clinics**
 - c. Concentra Medical Centers providing occupational medicine.**

EXHIBIT 2

- 1. THE INITIAL AUTHORIZED ARBITRATORS AND MEDIATORS SHALL BE:**
 - a. Hon. Fred Stevens, retired Workers' Compensation Judge**
 - b. Hon. George Rothwell, retired Workers' Compensation Judge**
 - c. Hon. Robert Drakulich, retired Workers' Compensation Judge**
 - d. Hon. George Mason, retired Workers' Compensation Judge**