

ART

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

**1. Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

ART GANACIAS ("Crew Member")

Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

SS #: [REDACTED] DOB: [REDACTED]

**2. Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

**3. Term.**

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Season"): BERING SEA CO.D/opilio
- Estimated Ending Date: 3/15/20

**4. Compensation (place check(s) by appropriate Fishing).**

☒ **Fishing Operations:** \_\_\_\_\_ percent (3.0%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 3.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

☐ **Daily-hire Tendering Operations** [INTENTIONALLY LEFT BLANK]

☐ **Tonnage-based Tendering Operations:** [INTENTIONALLY LEFT BLANK]

6.0%  
TOTAL

**5. Crew Member is hired as:** ENGINEER

**6. Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

**7. Acknowledgement.** In executing this Part I, the Crew Member acknowledges that they have read and understand Part II, that they have executed Part II, that they have received a copy of the executed Part II, and that they agree to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Seasons will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

**CREW MEMBER:**

[Signature]  
Signature

12-30-19  
Date

**OWNER/AUTHORIZED AGENT AND/OR SKIPPER:**

[Signature] Date 12/30/19  
Owner/Authorized Agent

[Signature] Date 12/30/19  
Skipper

## **Part II - Terms and Conditions Applicable to Crew Agreements**

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
  2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.
  3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.
  4. **Compensation.**
    - 4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.
      - a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.
      - b. The term "Off the Top Expenses" means all
        - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
        - Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
        - Observer fees, if any;
        - Bait expenses;
        - Premiums for P&I coverage policies;
        - Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
        - Other
- The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.
- 4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*
  - 4.3 **Herring Tendering Operations.** *Left Blank Intentionally.*
5. **Bonus. For Fishing Operations only,** at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.
6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.
7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.
8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.
9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the

event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contactor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway.

j. Crew Member shall not violate any law or commit any act of moral turpitude.

12. **Survival Suit/Safety Equipment.** Owner will provide a survival suit to Crew Member for use during this Agreement. Crew Member shall maintain the survival suit in good condition and advise Owner or Skipper immediately regarding any problems with the condition of the survival suit or its fit. Crew Member shall participate in all meetings and drills concerning use and location of the survival suit and the safety equipment aboard the Vessel. The Skipper may require Crew Member to wear certain safety gear during fishing operations, including flotation devices and safety headgear. Crew Member shall wear the required safety gear.

13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

**CREW MEMBER:**


 12-30-19  
Signature Date

ART GANACIAS  
Print Name

**OWNER/AUTHORIZED AGENT:**

 12/30/19  
Signature Date

**SKIPPER:**

 12/30/19  
Signature Date

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

### **ANTI-HARASSMENT (INCLUDING SEXUAL HARASSMENT) POLICY**

Scandies Rose Fishing Company, LLC is committed to providing a work environment that is free of unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, creed, color, marital status, ethnicity, age, national origin, families with children, sexual orientation, gender expression or identity, religion, citizenship, veteran's or military status, disability or any other legally protected characteristic will not be tolerated on board the vessel.

#### **Definition of Sexual Harassment**

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel *and* in any work-related setting outside the vessel.

### **Other Harassment**

Like sexual harassment, harassment on the basis of any other legally protected characteristic is strictly prohibited and will not be tolerated. Unlawful harassment includes harassment on the basis of a person's sex, race, creed, ethnicity, national origin, age, disability, religion, citizenship, veteran's status, military status, sexual orientation, gender expression or identity, marital status, or any other protected characteristic. Harassing conduct can include inappropriate jokes and innuendo, epithets, slurs, negative stereotyping, display aboard the vessel of offensive materials, and other physical, verbal, and/or visual conduct.

*Harassment is prohibited by state and federal antidiscrimination laws when:*

- *Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay.*
- *The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.*

### **COMPLAINT POLICY: PROCESS AND PROTECTION FROM RETALIATION**

In order for this policy to be effective, it is vital that violations of this policy be reported as soon as they occur. Any crew member who believes that he or she has been the subject of, or has witnessed, discrimination or harassment on board the vessel should promptly report the incident to the vessel captain. If the vessel captain is not available, or if you feel uncomfortable reporting the incident to the vessel captain, please contact Dan Mattsen at [REDACTED]

Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

### **ACKNOWLEDGMENT**

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: 

Print Name: ARTHUR GANACIAS

Date: 12-30-19

2014

### ALCOHOL AND SUBSTANCE USE AND ABUSE

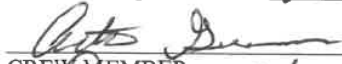
1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

4. Crew Member represents to Owner and agrees that each of the following is true:
- (a) Crew Member has no history of drug violations or convictions;
  - (b) Crew Member has no criminal record of drug-related offenses;  
**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
  - (d) As a condition of employment, Crew Member agrees that he/she will, before the commencement of the Season and at his/her own expense, submit to a test for purposes of detecting any and all drug substances that may be in Crew Member's system. Crew Member further consents to the release of said test results by his/her physician or other testing agency to Owner.
  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30<sup>TH</sup> day of DECEMBER, 2019.

  
\_\_\_\_\_  
CREW MEMBER

  
\_\_\_\_\_  
OWNER OR OWNER'S REPRESENTATIVE

Brack

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

**1. Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

Brack Rainey

("Crew Member")

Address:

Phone:

Fax:

SS #:

DOB:

**2. Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

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- Commencement Date: 12/30/19
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**4. Compensation (place check(s) by appropriate Fishing).**

Fishing Operations: \_\_\_\_\_ percent (3%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 2.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

Daily-hire Tendering Operations [INTENTIONALLY LEFT BLANK]

Tonnage-based Tendering Operations: [INTENTIONALLY LEFT BLANK]

5.0%  
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**5. Crew Member is hired as:** DECKHAND

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**CREW MEMBER:**

Signature

Date

**OWNER/AUTHORIZED AGENT AND/OR SKIPPER:**

Owner/Authorized Agent

Skipper

Date 12/30/19

Date 12/30/19

## Part II - Terms and Conditions Applicable to Crew Agreements

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
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      - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
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- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

**CREW MEMBER:**

Brock Rainey  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Brock Rainey  
Print Name \_\_\_\_\_

**OWNER/AUTHORIZED AGENT:**

Gary D. Calkins 12/30/19  
\_\_\_\_\_  
Date

**SKIPPER:**

Gary D. Calkins 12/30/19  
\_\_\_\_\_  
Date

#### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

4. Crew Member represents to Owner and agrees that each of the following is true:
- (a) Crew Member has no history of drug violations or convictions;
  - (b) Crew Member has no criminal record of drug-related offenses;  
**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
  - (d) As a condition of employment, Crew Member agrees that he/she will, before the commencement of the Season and at his/her own expense, submit to a test for purposes of detecting any and all drug substances that may be in Crew Member's system. Crew Member further consents to the release of said test results by his/her physician or other testing agency to Owner.
  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of December, 2019.

  
CREW MEMBER

  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

### **ANTI-HARASSMENT (INCLUDING SEXUAL HARASSMENT) POLICY**

Scandies Rose Fishing Company, LLC is committed to providing a work environment that is free of unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, creed, color, marital status, ethnicity, age, national origin, families with children, sexual orientation, gender expression or identity, religion, citizenship, veteran's or military status, disability or any other legally protected characteristic will not be tolerated on board the vessel.

#### **Definition of Sexual Harassment**

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel **and** in any work-related setting outside the vessel.

2014

### **Other Harassment**

Like sexual harassment, harassment on the basis of any other legally protected characteristic is strictly prohibited and will not be tolerated. Unlawful harassment includes harassment on the basis of a person's sex, race, creed, ethnicity, national origin, age, disability, religion, citizenship, veteran's status, military status, sexual orientation, gender expression or identity, marital status, or any other protected characteristic. Harassing conduct can include inappropriate jokes and innuendo, epithets, slurs, negative stereotyping, display aboard the vessel of offensive materials, and other physical, verbal, and/or visual conduct.

*Harassment is prohibited by state and federal antidiscrimination laws when:*

- *Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay.*
- *The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.*

### **COMPLAINT POLICY: PROCESS AND PROTECTION FROM RETALIATION**

In order for this policy to be effective, it is vital that violations of this policy be reported as soon as they occur. Any crew member who believes that he or she has been the subject of, or has witnessed, discrimination or harassment on board the vessel should promptly report the incident to the vessel captain. If the vessel captain is not available, or if you feel uncomfortable reporting the incident to the vessel captain, please contact Dan Mattsen at [REDACTED]

Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

2014

### **ACKNOWLEDGMENT**

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

2014

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

1. **Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

David Leian Colburn ("Crew Member")

Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

SS #: [REDACTED] DOB: [REDACTED]

2. **Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

3. **Term.**

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Season"): BERING SEA COD/OPILLO
- Estimated Ending Date: 3/15/20

4. **Compensation (place check(s) by appropriate Fishing).**

Fishing Operations: \_\_\_\_\_ percent (3.0%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 2.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

Daily-hire Tendering Operations [INTENTIONALLY LEFT BLANK]

Tonnage-based Tendering Operations: [INTENTIONALLY LEFT BLANK]

5.0%  
TOTAL

5. **Crew Member is hired as:** DECKHAND

6. **Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

7. **Acknowledgement.** In executing this Part I, the Crew Member acknowledges that they have read and understand Part II, that they have executed Part II, that they have received a copy of the executed Part II, and that they agree to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Seasons will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

**CREW MEMBER:**

David L. Colburn  
Signature

12-30-2019  
Date

**OWNER/AUTHORIZED AGENT AND/OR SKIPPER:**

[Signature] Date 12/30/19  
Owner/Authorized Agent

[Signature] Date 12/30/19  
Skipper

## Part II - Terms and Conditions Applicable to Crew Agreements

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.
3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.
4. **Compensation.**
  - 4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.
    - a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.
    - b. The term "Off the Top Expenses" means all
      - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
      - Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
      - Observer fees, if any;
      - Bait expenses;
      - Premiums for P&I coverage policies;
      - Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
      - Other

The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.

  - 4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*
  - 4.3 **Herring Tendering Operations.** *Left Blank Intentionally*
5. **Bonus. For Fishing Operations only,** at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.
6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.
7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.
8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.
9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the

event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contractor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway.

j. Crew Member shall not violate any law or commit any act of moral turpitude.

12. **Survival Suit/Safety Equipment.** Owner will provide a survival suit to Crew Member for use during this Agreement. Crew Member shall maintain the survival suit in good condition and advise Owner or Skipper immediately regarding any problems with the condition of the survival suit or its fit. Crew Member shall participate in all meetings and drills concerning use and location of the survival suit and the safety equipment aboard the Vessel. The Skipper may require Crew Member to wear certain safety gear during fishing operations, including flotation devices and safety headgear. Crew Member shall wear the required safety gear.

13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

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d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

**CREW MEMBER:**

David Cobban 12-30-2019  
Signature Date

David Cobban  
Print Name

**OWNER/AUTHORIZED AGENT:**

\_\_\_\_\_  
Date

**SKIPPER:**

\_\_\_\_\_  
Date

### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

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**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
- (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
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- (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of December, 2019.

David Cobban  
CREW MEMBER

George Lefebvre  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

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- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel **and** in any work-related setting outside the vessel.

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Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

### **ACKNOWLEDGMENT**

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: David Cobban

Print Name: David Cobban

Date: 12-30-2019

2014

DEAN

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

**1. Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

Dean Gribble ("Crew Member")

Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

SS #: [REDACTED] DOB: [REDACTED]

**2. Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

**3. Term.**

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Season"): BERING SEA COD / OPILLO
- Estimated Ending Date: 3/15/20

**4. Compensation (place check(s) by appropriate Fishing).**

☒ **Fishing Operations:** \_\_\_\_\_ percent (3.0%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 2.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

     **Daily-hire Tendering Operations [INTENTIONALLY LEFT BLANK]**

     **Tonnage-based Tendering Operations: [INTENTIONALLY LEFT BLANK]**

5.0%  
TOTAL

**5. Crew Member is hired as:** DECKHAND

**6. Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

**7. Acknowledgement.** In executing this Part I, the Crew Member acknowledges that they have read and understand Part II, that they have executed Part II, that they have received a copy of the executed Part II, and that they agree to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Seasons will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

**CREW MEMBER:**

Signature: [Signature]  
Date: 12/30/19

**OWNER/AUTHORIZED AGENT AND/OR SKIPPER:**

[Signature] Date 12/30/19  
Owner/Authorized Agent  
[Signature] Date 12/30/19  
Skipper

## **Part II - Terms and Conditions Applicable to Crew Agreements**

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.
3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.
4. **Compensation.**
  - 4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.
    - a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.
    - b. The term "Off the Top Expenses" means all
      - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
      - Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
      - Observer fees, if any;
      - Bait expenses;
      - Premiums for P&I coverage policies;
      - Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
      - Other
  - The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.
  - 4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*
  - 4.3 **Herring Tendering Operations.** *Left Blank Intentionally.*
5. **Bonus.** For Fishing Operations only, at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.
6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.
7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.
8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.
9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

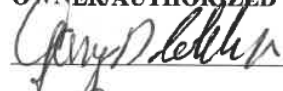
THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

**CREW MEMBER:**

Signature  Date 12/30/19

Print Name Dean Griddle

**OWNER/AUTHORIZED AGENT:**

 Date 12/30/19

**SKIPPER:**

 Date 12/30/19

event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contractor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway.

j. Crew Member shall not violate any law or commit any act of moral turpitude.

12. **Survival Suit/Safety Equipment.** Owner will provide a survival suit to Crew Member for use during this Agreement. Crew Member shall maintain the survival suit in good condition and advise Owner or Skipper immediately regarding any problems with the condition of the survival suit or its fit. Crew Member shall participate in all meetings and drills concerning use and location of the survival suit and the safety equipment aboard the Vessel. The Skipper may require Crew Member to wear certain safety gear during fishing operations, including flotation devices and safety headgear. Crew Member shall wear the required safety gear.

13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

4. Crew Member represents to Owner and agrees that each of the following is true:
- (a) Crew Member has no history of drug violations or convictions;
  - (b) Crew Member has no criminal record of drug-related offenses;  
**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
  - (d) As a condition of employment, Crew Member agrees that he/she will, before the commencement of the Season and at his/her own expense, submit to a test for purposes of detecting any and all drug substances that may be in Crew Member's system. Crew Member further consents to the release of said test results by his/her physician or other testing agency to Owner.
  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of December, 20 19

\_\_\_\_\_  
CREW MEMBER

\_\_\_\_\_  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

### **ANTI-HARASSMENT (INCLUDING SEXUAL HARASSMENT) POLICY**

Scandies Rose Fishing Company, LLC is committed to providing a work environment that is free of unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, creed, color, marital status, ethnicity, age, national origin, families with children, sexual orientation, gender expression or identity, religion, citizenship, veteran's or military status, disability or any other legally protected characteristic will not be tolerated on board the vessel.

#### **Definition of Sexual Harassment**

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel **and** in any work-related setting outside the vessel.

### **Other Harassment**

Like sexual harassment, harassment on the basis of any other legally protected characteristic is strictly prohibited and will not be tolerated. Unlawful harassment includes harassment on the basis of a person's sex, race, creed, ethnicity, national origin, age, disability, religion, citizenship, veteran's status, military status, sexual orientation, gender expression or identity, marital status, or any other protected characteristic. Harassing conduct can include inappropriate jokes and innuendo, epithets, slurs, negative stereotyping, display aboard the vessel of offensive materials, and other physical, verbal, and/or visual conduct.

*Harassment is prohibited by state and federal antidiscrimination laws when:*

- *Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay.*
- *The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.*

### **COMPLAINT POLICY: PROCESS AND PROTECTION FROM RETALIATION**

In order for this policy to be effective, it is vital that violations of this policy be reported as soon as they occur. Any crew member who believes that he or she has been the subject of, or has witnessed, discrimination or harassment on board the vessel should promptly report the incident to the vessel captain. If the vessel captain is not available, or if you feel uncomfortable reporting the incident to the vessel captain, please contact Dan Mattsen at [REDACTED]

Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

### **ACKNOWLEDGMENT**

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

2014

**CAPTAIN/ SKIPPER'S AGREEMENT  
F/V SCANDIES ROSE**

**Part I**

1. **Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

GARY D. COBBAN JR. ("Captain")

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

SS #: \_\_\_\_\_ DOB: \_\_\_\_\_

2. **Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

3. **Term.**

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Term"): BERING SEA COD / OPILUO
- Estimated Ending Date: 3/15/20

4. **Compensation (please check box applicable to this Term).**

☒ **Fishing Operations:** \_\_\_\_\_ percent (10%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of \_\_\_\_\_ percent (\_\_\_\_\_) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

☐ **Salmon Tendering Operations:** [Intentionally Left Blank]

☐ **Herring Tendering Operations:** [Intentionally Left Blank]

10% TOTAL  
G.D. COBBAN JR.

5. **Crew Member is hired as:** CAPTAIN/ SKIPPER

6. **Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

7. **Acknowledgement.** In executing this Part I, the Crew Member acknowledges that he/she has read and understands Part II; that he/she has executed Part II, that he/she has received a copy of the executed Part II, and that he/she agrees to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Terms will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

**CAPTAIN/CREW MEMBER:**

Gary D. Cobban Jr. Date 12/30/19

**OWNER/AUTHORIZED AGENT:**

Gary D. Cobban Jr. Date 12/30/19  
Owner/Authorized Agent

## Part II - Terms and Conditions Applicable to Crew Agreements

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.

2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.

3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.

4. **Compensation.**

4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.

a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.

b. The term "Off the Top Expenses" means all

- Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
- Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
- Observer fees, if any;
- Bait expenses;
- Premiums for P&I coverage policies;
- Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
- Other

The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.

4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*

4.3 **Herring Tendering Operations.** *Left Blank Intentionally*

5. **Bonus. For Fishing Operations only,** at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.

6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.

7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.

8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.

9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contactor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

SR Capt fishing 2019-12-30

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.

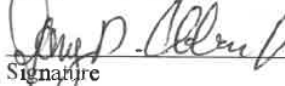
b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

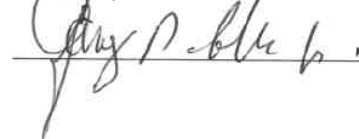
**CREW MEMBER:**

 12/30/19  
Signature Date  
GARY D. CORBAN JR.  
Print Name

**OWNER/AUTHORIZED AGENT:**

 12/30/19  
Signature Date

**SKIPPER:**



11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway..

j. Crew Member shall not violate any law or commit any act of moral turpitude.

k. **Captain shall hire additional crew according to NPFA hiring protocols. If Captain does not hire using NPFA protocols he/she may be liable for any additional insurance deductibles incurred by Scandies Rose Fishing Company LLC resulting from any injury to said hire.**

l. **Captain shall keep a detailed pilothouse log of all vessel movements, significant marine incidents, and personnel issues that arise during the Captain's tenure. The logbook remains the property of the vessel and shall remain on the vessel at the completion of the Captain's term of duty, unless requested by management.**

12. **Survival Suit/Safety Equipment.** Owner will provide a survival suit to Crew Member for use during this Agreement. Crew Member shall maintain the survival suit in good condition and advise Owner or Skipper immediately regarding any problems with the condition of the survival suit or its fit. Crew Member shall participate in all meetings and drills concerning use and location of the survival suit and the safety equipment aboard the Vessel. The Skipper may require Crew Member to wear certain safety gear during fishing operations, including flotation devices and safety headgear. Crew Member shall wear the required safety gear.

13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

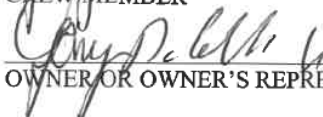
2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

4. Crew Member represents to Owner and agrees that each of the following is true:
- (a) Crew Member has no history of drug violations or convictions;
  - (b) Crew Member has no criminal record of drug-related offenses;  
**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
  - (d) As a condition of employment, Crew Member agrees that he/she will, before the commencement of the Season and at his/her own expense, submit to a test for purposes of detecting any and all drug substances that may be in Crew Member's system. Crew Member further consents to the release of said test results by his/her physician or other testing agency to Owner.
  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of DECEMBER, 2019

  
CREW MEMBER

  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

### **ANTI-HARASSMENT (INCLUDING SEXUAL HARASSMENT) POLICY**

Scandies Rose Fishing Company, LLC is committed to providing a work environment that is free of unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, creed, color, marital status, ethnicity, age, national origin, families with children, sexual orientation, gender expression or identity, religion, citizenship, veteran's or military status, disability or any other legally protected characteristic will not be tolerated on board the vessel.

#### **Definition of Sexual Harassment**

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel **and** in any work-related setting outside the vessel.

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### **Other Harassment**

Like sexual harassment, harassment on the basis of any other legally protected characteristic is strictly prohibited and will not be tolerated. Unlawful harassment includes harassment on the basis of a person's sex, race, creed, ethnicity, national origin, age, disability, religion, citizenship, veteran's status, military status, sexual orientation, gender expression or identity, marital status, or any other protected characteristic. Harassing conduct can include inappropriate jokes and innuendo, epithets, slurs, negative stereotyping, display aboard the vessel of offensive materials, and other physical, verbal, and/or visual conduct.

*Harassment is prohibited by state and federal antidiscrimination laws when:*

- *Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay.*
- *The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.*

### **COMPLAINT POLICY: PROCESS AND PROTECTION FROM RETALIATION**

In order for this policy to be effective, it is vital that violations of this policy be reported as soon as they occur. Any crew member who believes that he or she has been the subject of, or has witnessed, discrimination or harassment on board the vessel should promptly report the incident to the vessel captain. If the vessel captain is not available, or if you feel uncomfortable reporting the incident to the vessel captain, please contact Dan Mattsen at [REDACTED]

Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

### ACKNOWLEDGMENT

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: Gary D. Cobban Jr.

Print Name: GARY COBBAN JR.

Date: 12/30/19

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Jon

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

1. **Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

Jon Lawler ("Crew Member")  
Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]  
SS #: [REDACTED] DOB: [REDACTED]

2. **Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

3. **Term.**

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Season"): BERING SEA COD / opilio
- Estimated Ending Date: 3/15/20

4. **Compensation (place check(s) by appropriate Fishing).**

☒ **Fishing Operations:** \_\_\_\_\_ percent (3.0%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 2.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

☐ **Daily-hire Tendering Operations [INTENTIONALLY LEFT BLANK]**

☐ **Tonnage-based Tendering Operations: [INTENTIONALLY LEFT BLANK]**

5. **Crew Member is hired as:** DECK HAND

6. **Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

7. **Acknowledgement.** In executing this Part I, the Crew Member acknowledges that they have read and understand Part II, that they have executed Part II, that they have received a copy of the executed Part II, and that they agree to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Seasons will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

**CREW MEMBER:**

[Signature]  
Signature  
12-30-19  
Date

**OWNER/AUTHORIZED AGENT AND/OR SKIPPER:**

[Signature] Date 12/30/19  
Owner/Authorized Agent  
[Signature] Date 12/30/19  
Skipper

5.0%  
TOTAL

## **Part II - Terms and Conditions Applicable to Crew Agreements**

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.
3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.
4. **Compensation.**
  - 4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.
    - a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.
    - b. The term "Off the Top Expenses" means all
      - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
      - Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
      - Observer fees, if any;
      - Bait expenses;
      - Premiums for P&I coverage policies;
      - Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
      - Other

The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.

  - 4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*
  - 4.3 **Herring Tendering Operations.** *Left Blank Intentionally.*
5. **Bonus.** For Fishing Operations only, at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.
6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.
7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.
8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.
9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the

event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contractor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway.

j. Crew Member shall not violate any law or commit any act of moral turpitude.

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13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
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14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.


b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

**CREW MEMBER:**

 12-30-19  
Signature Date  
Jan Lasker  
Print Name

**OWNER/AUTHORIZED AGENT:**

  
Date

**SKIPPER:**

  
Date

### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

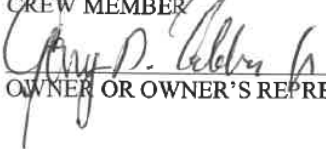
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3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

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  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
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  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of December, 2019.

  
\_\_\_\_\_  
CREW MEMBER

  
\_\_\_\_\_  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

Unlawful discrimination or harassment of any kind will not be tolerated. Any crew member found to have engaged in such conduct will be subject to immediate disciplinary action, up to and including immediate termination of employment.

### **ANTI-HARASSMENT (INCLUDING SEXUAL HARASSMENT) POLICY**

Scandies Rose Fishing Company, LLC is committed to providing a work environment that is free of unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, creed, color, marital status, ethnicity, age, national origin, families with children, sexual orientation, gender expression or identity, religion, citizenship, veteran's or military status, disability or any other legally protected characteristic will not be tolerated on board the vessel.

#### **Definition of Sexual Harassment**

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it is defined as unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo; verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching, insulting or obscene comments or gestures;
- display in the workplace of sexually suggestive objects or pictures; and
- other physical, verbal or visual conduct of a sexual nature.

Crew members have the right to be free from such harassment on board the vessel, from fellow crew members, the vessel captain, or any other supervisor, and management. Conduct prohibited by this policy is unacceptable aboard the vessel **and** in any work-related setting outside the vessel.

2014

### **Other Harassment**

Like sexual harassment, harassment on the basis of any other legally protected characteristic is strictly prohibited and will not be tolerated. Unlawful harassment includes harassment on the basis of a person's sex, race, creed, ethnicity, national origin, age, disability, religion, citizenship, veteran's status, military status, sexual orientation, gender expression or identity, marital status, or any other protected characteristic. Harassing conduct can include inappropriate jokes and innuendo, epithets, slurs, negative stereotyping, display aboard the vessel of offensive materials, and other physical, verbal, and/or visual conduct.

*Harassment is prohibited by state and federal antidiscrimination laws when:*

- *Submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay.*
- *The conduct creates an intimidating, hostile, or offensive work environment, which affects the terms and conditions of a person's job.*

### **COMPLAINT POLICY: PROCESS AND PROTECTION FROM RETALIATION**

In order for this policy to be effective, it is vital that violations of this policy be reported as soon as they occur. Any crew member who believes that he or she has been the subject of, or has witnessed, discrimination or harassment on board the vessel should promptly report the incident to the vessel captain. If the vessel captain is not available, or if you feel uncomfortable reporting the incident to the vessel captain, please contact Dan Mattsen at [REDACTED]

Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

In conducting an investigation and afterward, Dan Mattsen will protect the confidentiality of such complaints to the maximum extent practicable (although there may be instances where the details of the complaint or identity of the complaining party must be disclosed in order to investigate or address the complaint).

Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

2014

### **ACKNOWLEDGMENT**

I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: 

Print Name: Jon Lawler

Date: 12-30-2019

2014

SETH

## F/V SCANDIES ROSE CREW AGREEMENT

### Part I

1. **Parties.** This Crew Agreement ("Agreement") is between the following parties:  
Scandies Rose Fishing Company LLC ("Owner") at PO Box 379, Bremerton, WA 98337, and

Seth A Rousseau-GA No ("Crew Member")

Address:

Phone:

Fax:

SS #:

DOB:

2. **Vessel.** F/V SCANDIES ROSE, located at KODIAK AK ("Point of Hire").

### 3. Term.

- Commencement Date: 12/30/19
- Fishing Season, Trip or Voyage ("Season"): BERING SEA COD/opillid
- Estimated Ending Date: 3/15/19

### 4. Compensation (place check(s) by appropriate Fishing).

   **Fishing Operations:** \_\_\_\_\_ percent (2.0%) of the Net Stock as computed pursuant to Section 4.1 of the Part II ("Crew Share"), less Groceries, any transportation, any advances, and any fines, charges or assessments arising pursuant to this Agreement; and, if applicable, a Bonus of 2.0% percent (\_\_\_\_%) of the Net Stock as computed pursuant to Sections 4.1 and 5 of Part II of this Agreement.

   **Daily-hire Tendering Operations** [INTENTIONALLY LEFT BLANK]

   **Tonnage-based Tendering Operations:** [INTENTIONALLY LEFT BLANK]

5. Crew Member is hired as: COOK / DECKHAND

6. **Incorporation of Part II.** This Agreement consists of this Part I and Part II. Part II contains the additional Terms and Conditions applicable to all Crew Agreements between Owner and Crew Member together with other paperwork deemed appropriate by Owner. The provisions of this Part I are subject to Part II, which is incorporated herein by this reference.

7. **Acknowledgement.** In executing this Part I, the Crew Member acknowledges that they have read and understand Part II, that they have executed Part II, that they have received a copy of the executed Part II, and that they agree to be bound by Part II. Crew Member understands and agrees that execution of any Part I for subsequent Seasons will be subject to the executed Part II and that it will not be necessary for a copy of Part II to be attached or executed by Crew Member at that time to make the subsequently executed Part I subject to Part II and fully-enforceable.

CREW MEMBER:

Signature

Date

12-30-19

OWNER/AUTHORIZED AGENT AND/OR SKIPPER:

Owner/Authorized Agent

Skipper

Date 12/30/19

Date 12/30/19

## Part II - Terms and Conditions Applicable to Crew Agreements

1. **Duration of Agreement.** This Agreement shall commence on the date listed in Part I, and shall continue until such time as all gear is in and stored, and the Vessel and equipment is cleaned, required maintenance work is completed, and the Vessel is tied up, following the conclusion of the Term listed in Part I unless earlier terminated by Crew Member, Owner or Skipper. The end of the Term will be the end of the voyage and the termination of Crew Member's employment for unearned wage purposes. If injured, maintenance will be computed at \$35/day and Crew Member will receive unearned wages only until the end of the Term.
  2. **Employment-at-Will.** Crew Member shall at all times be an employee-at-will. Either Owner, Skipper or Crew Member may terminate this agreement at any time, for any reason. Prior to departing the Vessel upon termination, Crew Member shall complete and execute a Departure statement in the form attached, and the Crewmember's failure to do so shall constitute proof that the Crew Member suffered no illnesses or injuries during the Term.
  3. **Duties.** Crew Member is hired to perform all normal and customary duties for the position listed in Part I, including readying the Vessel and fishing gear for the Term and returning and storing the Vessel and fishing gear at the end of the Term. Crew Member further agrees to perform any reasonable duties required by the Skipper or the Owner.
  4. **Compensation.**
    - 4.1 **Fishing Operations.** The Crew Member shall receive compensation as provided in Part I for only the trips the Crew Member fished aboard the Vessel during the Term.
      - a. The term "Net Stock" means the funds actually received by the Owner for fish sold during the Term ("Gross Stock") less Off the Top Expenses relating to the Term.
      - b. The term "Off the Top Expenses" means all
        - Landing, borough and other fishing (including CR Program) taxes, fees, and assessments;
        - Fuel, lube and hydraulic oil and filters; and related fuel dock expenses;
        - Observer fees, if any;
        - Bait expenses;
        - Premiums for P&I coverage policies;
        - Any lease, IFQ fee, or other fee or royalty paid to harvest fish or crab; and
        - Other
- The Crew Share and Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term and will be the sole compensation for Crew Member. All work performed by Crew Member in the service of the Vessel, including without limitation, preparing the Vessel and gear for the Term, transporting the Vessel to and from the Term, repairing or replacing gear, repairs and taking the Vessel and gear out of service after the Term shall be paid for by the Crew Share and shall not entitle Crew Member to extra compensation.
- 4.2 **Salmon Tendering Operations.** *Left Blank Intentionally.*
  - 4.3 **Herring Tendering Operations.** *Left Blank Intentionally*
5. **Bonus. For Fishing Operations only,** at Owner's/Skipper's sole discretion, Crew Member may earn a bonus percentage share of the Net Stock as stated in Part I ("Bonus") if Crew Member completes the Term and satisfactorily performs his duties during the Term, including preparing the Vessel and fishing gear for the Term and returning and storing the fishing gear and the Vessel as directed by Owner/Skipper at the end of the Term. **Crew Member is not entitled to a Bonus if he or she does not complete the Term for any reason or IF THE CREW MEMBER FAILS A DRUG TEST ADMINISTERED DURING OR AT THE END OF THE TERM.** The Bonus, if any, will be paid within 30 days after Owner's receipt of the proceeds from the sale of fish after the end of the Term.
6. **Advances.** Advances are not to exceed 50% of the Crew Member's accrued Crew Share, must be approved by Skipper or Owner, and will be deducted from Crew Member's Crew Share.
7. **Groceries.** During Fishing operations, the cost of Groceries is charged to Crew Member at \$33.00/day for each day the Crew Member is in the service of the Vessel, unless the Crew Member participates the entire Term and the total cost of Groceries for that Term is less than the sum of the total days of that Term times \$33.00 per day per person; then the actual cost of the Groceries for that Term will be divided equally amongst the crew members (including the Skipper) aboard the Vessel during that Term. Groceries are the property of the Owner, and any groceries left over after completion of the Term are to be left aboard the Vessel. As used herein, the term "Groceries" also includes cleaning, toiletries, sundries and related supplies.
8. **Transportation.** Crew Member will be responsible for his or her own transportation expenses.
9. **Illegal Activities.** Skipper and each crew member shall comply with all applicable laws and regulations, including without limitation, any laws and regulations regarding commercial fishing, marine mammal harassment, and pollution, and are personally responsible for any actions, fees (including in attorney fees), fines, assessments, or penalties of any kind arising from such illegal activities; and agree to indemnify and hold harmless Owner harmless from the same; and, in the

event Owner pays the same, authorizes Owner to deduct Crew Member's proportionate share of that amount from any compensation due under this Agreement.

10. **Independent Contactor.** Although Crew Member is a seaman for Jones Act purposes, he/she is an independent contractor for income tax, social security, unemployment, and withholding purposes; except during Salmon tendering operations, when Crew Member is an employee subject to withholding.

11. **Discharge.** This Contract is at-will and either Owner, Skipper, or Crew Member may terminate this Contract at any time, with or without cause. Crew Member will be subject to immediate discharge by the Owner or Skipper in the event he fails to follow any of the following policies and/or prohibitions. This list is not exhaustive.

a. Violation of the Vessel's attached Alcohol and Substance Abuse policy. Prior to entering into this Agreement and immediately during the term of this Agreement, Crew Member must inform Skipper regarding any prescription drugs he/she is taking.

b. Crew Member shall not sleep or have eyes closed while on wheel watch, fail to use watch alarms while on wheel watch, leave the Vessel unattended while on anchor, or engage in unauthorized use of the radio or other communication equipment on board the Vessel.

c. Crew Member must conform to all reasonable health, safety, and living standards set by the Skipper and Owner and shall, in no circumstances, commit any action which endangers the safety of Crew Member, other members of the crew, or the Vessel; including without limitation, smoking outside of prescribed areas, possession of weapons or firearms, and failure to wear protective gear when the duties warrant.

d. Crew Member must meet all Vessel departure schedules.

e. Crew Member must work and live in harmony with other members of the crew.

f. One hundred percent effort is expected from Crew Member at all times. Crew Member will perform any reasonable temporary assignment required by the Skipper or the Owner.

g. Crew Member will be allowed one day to cure seasickness.

h. Misrepresentation of previously acquired skills, experience, and abilities or failure to capably perform the duties for which the Crew Member has been hired.

i. No guests will be permitted without Owner's specific approval. No guests permitted while underway.

j. Crew Member shall not violate any law or commit any act of moral turpitude.

12. **Survival Suit/Safety Equipment.** Owner will provide a survival suit to Crew Member for use during this Agreement. Crew Member shall maintain the survival suit in good condition and advise Owner or Skipper immediately regarding any problems with the condition of the survival suit or its fit. Crew Member shall participate in all meetings and drills concerning use and location of the survival suit and the safety equipment aboard the Vessel. The Skipper may require Crew Member to wear certain safety gear during fishing operations, including flotation devices and safety headgear. Crew Member shall wear the required safety gear.

13. **Circumstances of Drug and Alcohol Testing.** As part of the Vessel's "Zero Tolerance" drug and alcohol policy, the Owner/Skipper has the right in its sole discretion to require Crew Member to undergo the following drug and alcohol tests:

- **Pre-Employment.** Crew Member may be required to undergo pre-employment urine drug and alcohol testing. The results must be negative to be considered for employment.
- **Annual.** Owner may require an annual drug test at the date and time designated by the Owner.
- **Random.** Random, unannounced drug and alcohol testing may be conducted.
- **Reasonable Suspicion.** Crew Member may be subjected to urine, breath, or other drug or alcohol testing when there is a reasonable suspicion to believe Crew Member is impaired while on the job as a result of drug use or alcohol consumption. **A reasonable suspicion referral for testing, including at the End of Term, may be made on the basis of the crew member having failed a pre-employment drug test or a random drug test during the term; or specific contemporaneous observations concerning the appearance, behavior, speech, or body odor of the Crew Member.** Examples of reasonable suspicion include, but are not limited to, the following: (1) physical signs and symptoms consistent with prohibited substance use, (2) occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse, and (3) fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- **Post Incident.** In a case of a serious marine incident on board the Vessel, as defined by the US Coast Guard, the Vessel and Owner will require a post-incident drug and alcohol test from the injured or deceased crew member and any other individual whose actions may be directly involved. This test is mandated by the US Coast Guard and should be conducted as soon as possible after the incident. Necessary medical attention to the Crew Member, however, shall not be delayed in order to perform a post-incident test.

14. **Loss of Property.** In case of loss of property in the event of Vessel loss, the Owner will pay Crew Member five hundred dollars (\$500) for any and all personal property lost by Crew Member. Crew Member must provide any additional coverage desired by Crew Member.

15. **Privacy Waiver.** Crew Member hereby grants to Owner a non-exclusive license to photograph, reproduce and otherwise use Crew Member's name and likeness in all forms of media now known or hereinafter invented, including Owner's webpage, throughout the world an unlimited number of times in perpetuity.

16. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties and all prior arrangements and negotiations between the parties are hereby deemed to be merged herein.


b. This Agreement shall be governed, construed, interpreted, and enforced pursuant to the substantive laws of the State of Washington unless superseded by federal law. The venue for any claim under this Agreement or otherwise arising out of the employment covered in this Agreement shall be in the courts of competent subject matter jurisdiction located in King County, Washington. Any claim for wages or share of the proceeds arising out of this Agreement **shall be brought within six (6) months after (i) for tendering operations, termination of this Agreement ; or (ii) for fishing operations, the sale of the fish.**

c. In the event that any action or legal proceeding is commenced to enforce any of the terms and conditions hereof or to terminate this Agreement, the prevailing party shall receive from the other its attorney fees and costs.

d. If any terms or provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any of this Agreement or its other provisions. The provision or term deemed invalid, void, or illegal shall be reformed to reflect the intent of the original term or provision to the maximum extent permitted by law.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

CREW MEMBER:

  
Signature \_\_\_\_\_ Date 12-30-19  
Seth Rousseau-GANE  
Print Name

OWNER/AUTHORIZED AGENT:

  
Signature \_\_\_\_\_ Date 12/30/19

SKIPPER:

  
Signature \_\_\_\_\_ Date 12/30/19

### ALCOHOL AND SUBSTANCE USE AND ABUSE

1. F/V Scandies Rose and its owners have an obligation to provide and maintain a safe work place for its crew and others. Persons who are under the influence of alcohol and other intoxicating substances jeopardize this responsibility and present unacceptable risks. The use of non-prescribed drugs and alcohol by crew members can also adversely affect the reputation of Owner and generally interfere with the orderly conduct of business.

2. For these and related reasons, everyone who works aboard this Vessel must be free from the effects of alcohol, illegal drugs, and other intoxicating substances upon their arrival at work and throughout the duration of a voyage. THE USE, SALE, OR POSSESSION BY ANYONE ABOARD THE VESSEL, OF AN INTOXICATING LIQUOR, CONTROLLED SUBSTANCE, NONPRESCRIBED DRUG, OR OTHER SUBSTANCE THAT IMPAIRS JOB PERFORMANCES OR POSES A HAZARD TO THE SAFETY AND WELFARE OF THE PUBLIC, CREW MEMBERS, OR OTHERS, IS STRICTLY PROHIBITED, AND VIOLATORS ARE SUBJECT TO IMMEDIATE TERMINATION.

3. The U.S. Customs Service and U.S. Coast Guard maintain a "NO TOLERANCE" policy, and Vessels may be seized if any drugs are found or if there is otherwise any other evidence that drugs have been used, such as roach clips, syringes, or similar paraphernalia. Crew Member is advised that also OWNER HAS A "NO TOLERANCE" POLICY, AND THAT ANY VIOLATION WHATSOEVER WILL RESULT IN IMMEDIATE DISCHARGE AND THAT THE OWNER RESERVES THE RIGHT TO HOLD ANYONE WORKING ABOARD THE VESSEL ACCOUNTABLE FOR ALL DAMAGES, FEES, AND ASSESSMENTS INCURRED SHOULD A VIOLATION OF THIS POLICY RESULT IN THE CONFISCATION, SEIZURE, AND DELAY OF OUR VESSEL, AND CREW MEMBER AGREES TO INDEMNIFY OWNER FOR SAME.

4. Crew Member represents to Owner and agrees that each of the following is true:
- (a) Crew Member has no history of drug violations or convictions;
  - (b) Crew Member has no criminal record of drug-related offenses;  
**IF CREWMAN HAS A HISTORY OF DRUG VIOLATIONS, CONVICTIONS, OR A CRIMINAL RECORD, PLEASE EXPLAIN CIRCUMSTANCES AT THE BOTTOM OR ON THE BACK OF THIS PAGE.**
  - (c) That he/she is not currently addicted to any illegal or controlled drug or narcotic, and that he/she is not a user of illegal or controlled drugs or narcotics.
  - (d) As a condition of employment, Crew Member agrees that he/she will, before the commencement of the Season and at his/her own expense, submit to a test for purposes of detecting any and all drug substances that may be in Crew Member's system. Crew Member further consents to the release of said test results by his/her physician or other testing agency to Owner.
  - (e) Owner may, at any time and without notice, search a Crew Member's personal belongings for drugs, drug paraphernalia, or contraband.

DATED this 30 day of December, 2017.

Seth GAND JS  
CREW MEMBER

[Signature]  
OWNER OR OWNER'S REPRESENTATIVE

## **ANTI-DISCRIMINATION AND UNLAWFUL HARASSMENT POLICY**

### **OUR COMMITMENT TO NON-DISCRIMINATION**

At Scandies Rose Fishing Company, LLC, we believe that all crew members should be able to work in an environment free of discrimination and free from any form of harassment based on race, color, religion, ethnicity, creed, national origin, age, gender, sexual orientation, gender identity or expression, honorably-discharged veteran or military status, disability, or other legally protected status or characteristic.

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Individuals who make good-faith complaints under this policy or provide information related to such complaints will be protected against any retaliation or reprisal of any kind. Dan Mattsen will undertake an investigation of any good-faith complaint as quickly as possible, either directly or by retaining an outside investigator. (For a complaint to be made in good faith the individual making it must believe it to be true; individuals who are found to have acted in bad faith, by knowingly making a false accusation, may be subject to disciplinary action, up to and including termination.)

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Prompt and appropriate corrective action will take place when and if a determination of discrimination or harassment has been made.

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I acknowledge that I have received my copy of the Scandies Rose Fishing Company, LLC Anti-Discrimination and Unlawful Harassment Policy. I recognize my responsibility to familiarize myself with the Policy. I understand that any violation of this policy is cause for disciplinary action up to and including immediate termination.

Signed: \_\_\_\_\_

Print Name: Seth GANO

Date: 12-30-19

2014