

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

LATRICE SAXON, individually and on)	
behalf of others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	Case No. 1:19-cv-403
)	
SOUTHWEST AIRLINES CO.,)	Judge Robert M. Dow
)	
Defendant.)	

DECLARATION OF VINCENT VASQUEZ

I, Vincent Vasquez, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I currently work as an Analyst, Digital Workplace Solutions at Southwest Airlines Co. (“Southwest”), located in Dallas, Texas. I have been employed by Southwest since December 17, 2007 and have held my current position since May 4, 2015. As an Analyst, Digital Workplace Solutions for Southwest, I am familiar with, among other things, the documents containing, communications regarding, and process through which Southwest’s non-union represented employees agree to the Southwest Airlines Alternative Dispute Resolution Program (the “ADR Program.”). A true and correct copy of Southwest’s ADR Program is attached hereto as Exhibit 1.

2. This Declaration is based on my personal knowledge and my review of Southwest’s business and employment records, which it maintains in the ordinary course of business, including the ADR Program. If called upon to do so, I could and would competently testify to the facts in this Declaration.

3. Southwest’s ADR Program, with which I am very familiar, applies to all Southwest employees who are not covered by a collective bargaining agreement (“CBA”). (Ex. 1, p. 1.) The ADR Program requires arbitration of “Covered Claims,” which includes, but is not limited to,

employment claims like wage and hour claims, including claims related to unpaid wages or other compensation, hours worked, or breaks. (Ex. 1, p. 2.) Southwest's ADR Program also prohibits class or collective claims or joinder of arbitrations, allowing only individual arbitration. (Ex. 1, pp. 7-8.)

4. I have reviewed Plaintiff Latrice Saxon's ("Saxon") employment history. Saxon is a Ramp Agent Supervisor for Southwest and is not covered by a CBA. Saxon is covered by Southwest's ADR Program.

5. On an annual basis, and in the course of Southwest's regularly conducted business activities, Southwest employees are presented with an announcement containing a small group of Southwest policies to acknowledge and agree to via Southwest's employee-facing intranet, which is called SWALife. Employees log into SWALife using unique IDs provided by Southwest, and using a password selected by each employee. The announcement appears as the main page of SWALife when an employee first logs on, and for two weeks employees can bypass acknowledgement of the ADR Program. After two weeks, employees must accept the acknowledgment to access SWALife. The announcement continues to appear as the main page of SWALife upon logon for approximately one month. The announcement provides employees with a link to Southwest's ADR Program to review, and then they electronically sign the ADR Program by checking a box acknowledging, among other things, that they have received, read, and reviewed the ADR Program, understand it, and agree to comply with it. An electronic signature stamp containing the employee's name and the date and time that the employee signed the ADR Program is created when the employee checks the box described above.

6. On an annual basis, and in the course of its regularly conducted business activities, Southwest keeps records of the date and time (in military time) that each Southwest employee

agrees to the ADR Program. Exhibit 2 is a true and correct copy of the most recent records for Saxon. These records reflect that Saxon signed off on and agreed to the ADR Program on October 15, 2018 at 4:15 p.m. (military time of 16:15:46). Exhibit 2 reflects the 2018 SWALife Announcement that Saxon would have seen when she logged into SWALife, except that her own name would have appeared next to the acknowledgement box.

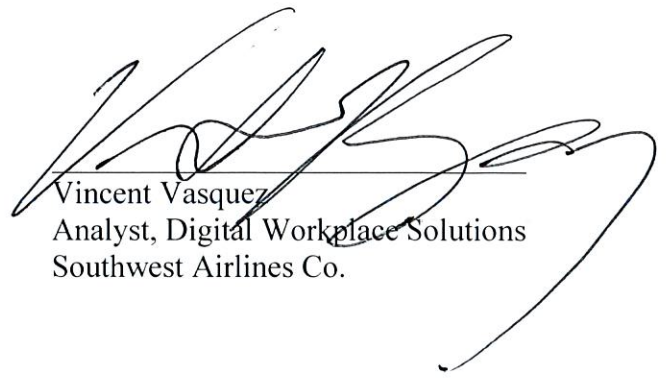
7. Southwest's ADR Program is available to employees to review and print at any time on SWALife. As stated above, employees are also required to annually review the ADR Program and agree to it, and a link directly to the ADR Program is contained in the annual announcement. (Ex. 2.)

8. Southwest's records reflect that Saxon also signed off on and agreed to Southwest's ADR Program in 2015, 2016, and 2017. Attached hereto as Exhibit 3 are true and correct copies of the ADR Program Acknowledgements signed off on and agreed to by Saxon on August 7, 2015, July 26, 2016, and August 14, 2017.

9. Southwest's Information Security Policy prohibits employees from sharing passwords with others or allowing others to access their accounts, and requires that employees treat their SWALife passwords as confidential. Southwest's Guidelines for Employees also prohibits employees from sharing passwords, or allowing others to utilize their passwords to access Southwest's applications or email system.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 3rd day of April 2019 in Dallas, Texas.



Vincent Vasquez
Analyst, Digital Workplace Solutions
Southwest Airlines Co.

Exhibit 1

Southwest Airlines Alternative Dispute Resolution Agreement

This Alternative Dispute Resolution Agreement is between you and Southwest Airlines Co., its parents, subsidiaries, and related entities (collectively, "Southwest Airlines"). Southwest Airlines operates in interstate commerce and this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

1. Applicability

The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is intended to be a substitute for the legal process, and may only be invoked to resolve Covered Claims (defined in Section 3 below). By agreeing to arbitrate such legal disputes, the ADR Employee (defined in Section 2 below) and Southwest Airlines (collectively, the "Parties") understand that they are not giving up any substantive rights under local, state or federal law. Rather, they are mutually agreeing to submit certain legal disputes to an arbitral, rather than judicial, forum before an arbitrator instead of a jury or judge.

The ADR Program applies to any Covered Claim (defined in Section 3 below) between Southwest Airlines on one hand, and an ADR Employee of Southwest Airlines (defined in Section 2 below) on the other - even after the employment relationship has ended. ADR Employees include all Southwest Airlines Employees not covered by a collective bargaining agreement ("CBA").

The ADR Program is not intended to be utilized in every instance where an ADR Employee has a dispute with Southwest Airlines. As always, Employees and Leaders are encouraged to use informal methods to attempt to resolve disputes internally prior to proceeding through the ADR Program, including by bringing concerns to their Supervisor, Manager, HRBP, Director, Vice President, or, if necessary, the Employee Relations Team. The ADR Program should only be utilized when complaints have not been resolved informally and when the Employee would otherwise initiate formal legal action.

2. ADR Employees

By signing this Agreement, or by applying for, accepting, or continuing employment with Southwest Airlines after receiving a copy of this Agreement, each Employee not subject to a CBA, and each Prospective Employee or Candidate applying for a position not subject to a CBA, agrees, as a condition of being considered for employment, continuing employment, or receiving an offer of employment, to resolve all of his/her Covered Claims (as defined in Section 3 below) using this ADR Program and hereby waives his/her rights to the judicial process, including but not limited to (1) having such complaints, disputes and claims determined by a jury, and (2) having such complaints, disputes and claims determined on a class-wide or collective basis. Such individuals, collectively known as "ADR Employees" herein, shall continue to be subject to this ADR Program even after termination of the employment relationship with Southwest Airlines.

3. Covered Complaints, Disputes and Claims

All covered complaints, disputes and claims (collectively, "Covered Claims") that are recognized under applicable law must be processed by Southwest Airlines and ADR Employees pursuant to this ADR Program. Thus, both Southwest Airlines and ADR Employees agree to be bound by the terms of this ADR Program. Southwest Airlines is not bound by the ADR Program when addressing workplace issues, and is not required to start the ADR process before taking disciplinary action of any kind, including without limitation termination of employment. The ADR Program may only be invoked to resolve claims/causes recognized by applicable law and in place of legal proceedings.

Covered Claims means all legal disputes and legal claims by and between an ADR Employee and Southwest Airlines, or between an ADR Employee and any agents or employees of Southwest Airlines if Southwest Airlines could be liable, directly or indirectly, for such dispute, which exist now or may arise in the future, related to the following:

- The creation, existence, or termination of an ADR Employee's employment relationship with Southwest Airlines, including an ADR Employee's application for employment with, employment with, or termination of employment from Southwest Airlines;
- Any matters related to an ADR Employee's employment with Southwest Airlines, including, but not limited to:
 - wages or any other compensation;
 - benefits (except claims under an employee benefit or pension plan that either (i) specifies that its claims procedure shall culminate in an arbitration procedure different than this one or (ii) is underwritten by a commercial insurer which decides claims);
 - any agreement or covenant between an ADR Employee and Southwest Airlines;
 - hours worked, breaks, or rest periods;
 - any matter covered by Southwest Airlines' employee handbook, standalone policies and procedures, or other company guidelines, rules, and materials;
- Any claims arising under the Uniform Trade Secrets Act, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Rehabilitation Act, the Uniformed Services Employment and Reemployment Rights Act, Consolidated Omnibus Budget Reconciliation Act (COBRA), Davis-Bacon Act, Drug Free Workplace Act of 1988, Electronic Communications Privacy Act of 1986, Employee Polygraph Protection Act of 1988, Fair Credit Reporting Act, Federal Omnibus Crime Control and Safe Streets Act of 1968, the Hate Crimes Prevention Act of 1999, The Occupational Safety and Health Act, Omnibus Transportation Employee Testing Act of 1991, Privacy Act of 1993, The Sarbanes-Oxley Act, Veterans Reemployment Rights Act, Worker Adjustment and Retraining Notification Act (WARN), Illinois Biometric Information Privacy Act (BIPA), and any other federal, state, or local statute, law, rule, regulation, or ordinance relating to employment, the creation of the employment relationship, the

information provided to or by employees, employee privacy or informational rights, employment discrimination and harassment (except as otherwise provided herein), employment benefits, wage and hour, compensation, or employment law, and all other statutory and common law claims relating to an ADR Employee's employment as to which a court would be authorized by law to grant relief if the claim were successful; and

- All legal disputes Southwest Airlines could otherwise file in court against an ADR Employee relating to an ADR Employee's application for employment with, employment with, or termination of employment from Southwest Airlines.

Notwithstanding the foregoing, Covered Claims does not include claims under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention. Covered Claims does not include claims for workers' compensation, state disability insurance, or unemployment insurance benefits.

Both Southwest Airlines and the ADR Employee understand that, under current law, California Labor Code Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.*, claims ("PAGA Claims") cannot be compelled to individual arbitration. Accordingly, PAGA Claims are excluded from the definition of Covered Claims and are not subject to the ADR Program. The Parties acknowledge and accept that this exclusion of PAGA Claims may result in some claims being arbitrable, while other claims are not, resulting in the possibility of a lawsuit and an arbitration proceeding simultaneously. The Parties further agree that should the operative statutory language and/or court decisions interpreting PAGA Claims change such that PAGA Claims may be lawfully compelled to individual arbitration, this paragraph shall be null and void and PAGA Claims will be included in the definition of Covered Claims

This ADR Program does not affect an ADR Employee's right to communicate with, file a complaint or charge with, or cooperate in the investigations of any governmental agency on matters within their jurisdiction, including the Equal Employment Opportunity Commission, the United States Department of Labor, the Occupational Safety and Health Administration, the Federal Aviation Administration, a state Fair Employment or Human Rights Commission, a state unemployment commission or workers' compensation board, or other federal/state government agency with investigatory authority.

This ADR Program does not cover Southwest Airlines' or an ADR Employee's right to seek equitable or injunctive relief to enforce the provisions of an employment, confidentiality, trade secret, non-compete or intellectual property agreement.

Even after termination of the employment relationship with Southwest Airlines, all ADR Employees and Southwest Airlines must continue to follow the terms of this ADR Program to resolve Covered Claims. All disputes concerning the scope and/or coverage of a claim or a party must be resolved by the Arbitrator rather than a court.

4. The Two-Step ADR Process

As described in detail below, this ADR Program contains a two-step process to resolve all Covered Claims fairly and quickly through the use of General Counsel Review, and if necessary, through Final and Binding Arbitration.

This ADR Program and the related procedures are the sole and complete agreement between Southwest Airlines and ADR Employees regarding the resolution of Covered Claims.

a. Step 1 – General Counsel Review

A party shall initiate Step 1 of the ADR Program by submitting a written request to Southwest Airlines' General Counsel Department ("General Counsel") on a pre-approved form entitled, "ADR Request", available on SWALife or upon request from General Counsel at 214-792-3215. The ADR Request must be submitted within the statute of limitations period applicable to the causes of action, or such claims will be time-barred. The statute of limitations period applicable to the causes of action will be tolled for 60 days following submission of the ADR Request to General Counsel.

Upon receipt of an ADR Request, General Counsel will investigate the complaint (which may include delegating some or all of the investigation to other departments or outside counsel). General Counsel will provide a written response within 60 days following General Counsel's receipt of the ADR Request. If either Southwest Airlines or the ADR Employee is not satisfied with General Counsel's written response, or if General Counsel does not provide a written response within 60 days, then a party may proceed to Step 2 of this ADR Program.

b. Step 2 – Final and Binding Arbitration

Prior to proceeding to Final and Binding Arbitration, a Covered Claim must first have been addressed through Step 1 of this ADR Program. Moreover, if Southwest Airlines or an ADR Employee chooses to file a charge/complaint with a government agency that has investigatory power over some or all claims, this ADR Program will be stayed (put on hold) until the government agency resolves the charge/complaint (such as by issuing a right to sue letter). If administrative exhaustion would be required before filing a claim in court, then the party asserting the claim must exhaust administrative remedies before proceeding to Step 2 of this ADR Program.

The party applying for Arbitration shall submit the request in writing to General Counsel on a pre-approved form entitled, "Arbitration Request", available on SWALife or upon request from General Counsel. The deadline for a party to submit the Arbitration Request is 45 days following the completion of Step 1, or within the applicable statute of limitations, whichever is later. Assuming the party applying for Arbitration has completed Step 1, timely submitted an Arbitration Request, and fulfilled all other conditions precedent described in this ADR Program, General Counsel shall

then prepare a joint request for Arbitration to be submitted to the American Arbitration Association (“AAA”) for administration of the Arbitration. If both Parties agree, the matter may proceed to non-binding Mediation with a trained, neutral Mediator in an effort to resolve the dispute prior to proceeding to Arbitration.

The Arbitration shall be conducted in accordance with the current version of AAA’s Employment Arbitration Rules and Mediation Procedures (“AAA Rules”), except to the extent the AAA Rules conflict with this ADR Program, in which case the terms of this ADR Program will govern.

Southwest Airlines and ADR Employees agree that any Covered Claims will be subject to the foregoing provisions and that both Parties will be permitted to arbitrate Covered Claims to the fullest extent permitted by the Federal Arbitration Act (9 U.S.C. § 1 et seq., which shall govern this ADR Program), or The Convention on the Recognition and Enforcement of Foreign Arbitral Awards. A Covered Claim shall be finally resolved by a single Arbitrator selected in accordance with the aforementioned AAA Rules. The Arbitration shall be conducted in the general geographical vicinity of the location where an ADR Employee currently works for Southwest Airlines or most recently worked for Southwest Airlines, unless an ADR Employee and Southwest Airlines agree in writing to a different location.

Although the Parties will first attempt to utilize the services of the AAA to administer the Arbitration, if the AAA refuses, the Parties will each submit a list of five names of persons certified as arbitrators by a legitimate ADR organization, who are also licensed to practice law. The Parties will then attempt to mutually agree on an Arbitrator from the lists. Absent such agreement, each party shall be allowed to strike the names of four persons on the other party’s list. The Parties shall then attempt to mutually agree on one of the two remaining persons to serve as Arbitrator. If the Parties cannot agree, the Arbitrator will be chosen by coin flip to be conducted by a member of the People Department.

The Arbitrator shall not have the authority to alter or amend any lawful policy, procedure or practice of Southwest Airlines or agreement to which Southwest Airlines is a party, or the substantive rights or defenses of either party under any statute, contract, constitution or common law.

The Arbitrator will have the authority – and is encouraged to – grant motions to dismiss, motions for summary judgment, or other motions that result in final disposition of some or all claims without a hearing. To the extent binding legal precedent exists on an issue, the Arbitrator shall follow such authority in rendering his/her decision on a dispositive motion. In resolving such motions, the Arbitrator shall apply the standards that apply to such motions under the Federal Rules of Civil Procedure.

Except as provided below, Southwest Airlines shall pay the cost of the Arbitration, including all administrative fees and Arbitrator’s fees and expenses, unless the

Arbitrator determines that a claim was filed for purposes of harassment or is frivolous, in which such case the Arbitrator may require the ADR Employee to pay some or all of these fees and expenses. In all Arbitrations Southwest Airlines initiates, Southwest Airlines will pay the full arbitration filing fee. In all Arbitrations the ADR Employee initiates, the ADR Employee will pay the full amount of the arbitration filing fee or the amount of the filing fee required in the respective state or federal court in which the ADR Employee's dispute could otherwise have been brought in the absence of this Agreement, whichever is less, and his/her own attorneys' fees, if any, and all travel and other fees and expenses, with respect to the ADR Employee's participation in the Arbitration. However, the Arbitrator is empowered to award reasonable attorneys' fees and related expenses to the prevailing party if the prevailing party would be entitled to those fees and expenses if the claim were resolved in a judicial proceeding, as well as all other direct money damages to which either party would be entitled if the dispute or claim were resolved in a judicial proceeding. The Arbitrator shall promptly issue a written decision in support of his/her award, which must include the Arbitrator's findings of fact and conclusions of law in support of his/her award. The decision and award of the Arbitrator shall be final and binding.

In the event an ADR Employee is found liable for any administrative fees, Arbitrator's fees and expenses, attorneys' fees, or damages, the ADR Employee agrees that, in addition to other legal methods available for seeking payment, Southwest Airlines may deduct money from the ADR Employee's paychecks or monies that Southwest Airlines may owe the ADR Employee to recover said amounts. To the extent a separate agreement is required to authorize such paycheck deductions, the ADR Employee hereby agrees to execute such an agreement within ten (10) days of an Arbitration award against him/her.

Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. The Federal Arbitration Act shall govern the application and enforcement of the provisions of this ADR Program.

This ADR Program establishes deadlines for certain actions. Deadlines established by this ADR Program are distinct from statutes of limitations. ADR Employees should direct questions regarding this ADR Program to General Counsel. No party may arbitrate any Covered Claim that has not been submitted to General Counsel on an ADR Request before the expiration of applicable limitations periods and in accordance with the provisions of this ADR Program. The Arbitrator shall have the exclusive authority to decide any dispute raised at Arbitration between the ADR Employee and Southwest Airlines concerning a party's compliance with the deadlines of this ADR Program.

c. Provisional Remedies

Either the ADR Employee or Southwest Airlines may commence a cause of action in a court of law to obtain an injunction or other court order to enforce the provisions of this ADR Program. Despite such action, the Parties shall continue in good faith to abide by this ADR Program.

d. Attempt to Bring Lawsuit Instead of Arbitration

If an ADR Employee attempts to pursue a Covered Claim in court rather than in Arbitration, Southwest Airlines will request that the ADR Employee voluntarily dismiss the lawsuit so the Parties may proceed in Arbitration. If the ADR Employee refuses to voluntarily dismiss such a lawsuit upon request, and Southwest Airlines has to take court action to enforce the terms of this ADR Program (e.g., moving to compel arbitration), the ADR Employee will be responsible for reimbursing Southwest Airlines for any reasonable attorneys' fees incurred enforcing this ADR Program. Until an ADR Employee reimburses Southwest Airlines for such attorneys' fees, the Arbitration process shall be stayed.

e. Employment/Waiver of Jury Trial

Nothing in this ADR Program limits in any way an ADR Employee's right or Southwest Airlines' right to terminate the employment relationship.

This ADR Program waives any right that Southwest Airlines or an ADR Employee may have to a jury trial regarding Covered Claims. Further, if any court determines for any reason that this ADR Program is not binding or otherwise allows any litigation of any Covered Claim, the ADR Employee and Southwest Airlines expressly waive any and all rights to a trial by jury and agree to proceed to a bench or judge trial.

f. Termination and Modification of the ADR Program

This ADR Program may be modified or terminated by Southwest Airlines at any time by giving ADR Employees at least 30 days' written notice of such modification or termination. No such modification or termination of the ADR Program shall apply to a dispute of which Southwest Airlines had notice on the date of the modification or termination. This ADR Program may only be modified or terminated in writing by an authorized representative of Southwest Airlines.

g. Waiver of Class/Collective Actions

Both Southwest Airlines and the ADR Employee are prohibited from filing, joining, opting into, consenting to, intervening in, or otherwise becoming a party to any judicial action or Arbitration that is brought on a class, collective, representative, or aggregate basis that in any way relates to a Covered Claim. Further, an Arbitrator shall not have the authority to consolidate proceedings on more than one person's or entity's claims, and may not otherwise authorize or preside over any form of a class, collective, representative, or aggregate proceeding. The Arbitrator may only hear a dispute brought by one individual party arising out of a common set of facts, and does not have the authority to (i) fashion a proceeding as a class or collective action of any kind or (ii) award relief to a group or class of persons or entities in one Arbitration proceeding. There shall be no right or authority for any dispute whatsoever that in any way relates to a Covered Claim to be brought, heard or arbitrated as a class, collective or

representative action, or for Southwest Airlines or an ADR Employee to participate as a class member in any purported class, collective or representative action that in any way relates to a Covered Claim. If any court determines for any reason that this ADR Program is not binding or otherwise allows any litigation of any Covered Claim, the ADR Employee and Southwest Airlines expressly waive any and all rights to participate in a class or collective action proceeding in a court of law.

h. ADR Agreement

Employees submitting to this ADR Program agree that this ADR Program resolves all Covered Claims against Southwest Airlines and/or any of its Directors, Officers, Employees, Shareholders or representatives in their capacity as such. Southwest Airlines agrees that this ADR Program resolves all Covered Claims against the ADR Employee.

5. Severability of Provisions in ADR Program

If any provision of this ADR Program is held invalid, illegal or unenforceable by any court of competent jurisdiction, ADR Employees and Southwest Airlines agree that it shall be deemed to be modified so that its purpose can lawfully be effectuated and the balance of this ADR Program shall remain in full force and effect. ADR Employees and Southwest Airlines further agree that the provisions of this ADR Program shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. Notwithstanding the foregoing, Section 4(g) of this Agreement (Waiver of Class/Collective Actions) is not severable in any case in which any Covered Claim is brought as a class, collective, representative, or aggregate action, and any challenge to the validity of Section 4(g) may be determined only by a court of competent jurisdiction and not by an arbitrator.

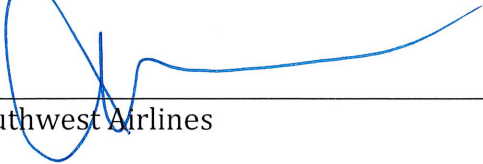
6. Confidentiality

All aspects of the ADR Program, including the hearing and record, if any, of the proceedings are confidential and shall not be open to public, except under the following circumstances: (1) to the extent both Parties otherwise agree in writing; (2) as may be required in any subsequent proceedings between the Parties; or (3) as may otherwise be required by law or in response to a governmental agency or legal process.

If a monetary or other settlement agreement is reached during or after the dispute resolution method described herein, then both Parties must maintain confidentiality over the terms of such agreement. If a party fails to maintain confidentiality over such settlement terms, then the other party may revoke its offer, and if any proceeds have been transferred, then the other party must refund all such proceeds to the offeror.

We agree to arbitrate our disputes and to abide by the rules of arbitration, as set forth in this Agreement:

ADR Employee – Signature captured electronically in separate document



Southwest Airlines

Julie Weber
Vice President and Chief People Officer
Southwest Airlines People Department

Exhibit 2

SWALife Announcement

2018 Southwest Airlines Q4 Acknowledgement

From time to time, Southwest Employees are asked to acknowledge receipt of current or new Southwest policies. It is important for Southwest Employees to take the time to read these policies, be aware of the expectations outlined in these policies, and know that they will be held accountable for complying with these policies. As such, you are being asked to confirm that you are aware you will be held accountable for the policies applicable to you.

Alternative Dispute Resolution Agreement: The Southwest Airlines Alternative Dispute Resolution Agreement ("ADR Agreement") is only applicable to Southwest Employees who are not covered by a collective bargaining agreement (also known as "Non-Contract Employees"), and applicants for such positions. For those Employees subject to the ADR Agreement, by checking the box below, you are acknowledging (1) that you have received a copy of the ADR Agreement, which includes a provision requiring binding arbitration of certain types of claims, (2) that you have reviewed the ADR Agreement which is available at all times on **SWALife** > My Work > Resources > Policies > People Policies > Dispute Resolution Program and by clicking a link on this webpage, and (3) that you agree to abide by the ADR Agreement. For those Employees covered by a collective bargaining agreement (also known as "Contract Employees"), checking the box will only be an acknowledgement of the *Security Information for Southwest Employees* and will not be an acknowledgement of the ADR Agreement.

Security Information for Southwest Employees: I acknowledge that TSA has regulatory authority for security-related matters. TSA has the authority to enforce these security regulations with Southwest Airlines as well as with individuals Employees. These regulations can be found on **SWALife** > About SWA > Departments O-Z > Safety & Security > Resources > Security Corner.

Acknowledgement

CHECK THE BOX BELOW to consent to electronic delivery, acknowledge receipt, and continue to the SWALife home page:

I, Vincent Vasquez, have read, reviewed, and been given the opportunity to review, and I have received the:

- > Alternative Dispute Resolution Agreement
- > Security Responsibilities of Employees
- > Protection of Security Sensitive Information
- > Fraud and Falsification of Records

I understand the content of these policies. I agree to fully comply with the standards, policies, and procedures contained in these documents.

[Bypass](#)

[Submit](#)

You may dismiss this acknowledgment until midnight, **Oct 26**. At that time, you must acknowledge this notification

Establishing secure connection...

e114485,Latrice Saxon,10/25/2018 16:15:46

Exhibit 3



From time to time, Southwest Employees and Southwest Contractors are asked to acknowledge receipt of current Southwest policies or new Southwest policies prior to being able to log in to **SWALife**. It is important for Southwest Employees and Southwest Contractors to take the time to read these policies, be aware of the expectations outlined in these policies, and know that they will be held accountable for complying with these policies. It doesn't take long, but this is extremely important. As such, you are being asked to read the following policies:

Alternative Dispute Resolution Program: The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is **only** applicable to Southwest Employees who are **not** covered by a collective bargaining agreement (also known as "Non-Contract Employees"). For those Employees subject to the ADR Program, by checking this box, you are acknowledging that you have received a copy of the ADR Program, which includes a provision requiring binding arbitration of certain types of claims, that you have reviewed the ADR Program which is available at [SWALife>Tools>Policies>People Policies>ADR Program](#) and by clicking a link on this webpage, and that you agree to abide by the ADR Program. For those Employees covered by a collective bargaining agreement (also known as "Contract Employees"), checking the box will only be an acknowledgement of the Southwest Airlines Co. Code of Ethics, Insider Trading Policy and Procurement and Contracting Policy and will not be an acknowledgement of the ADR Program.

Code of Ethics and Insider Trading Policy: Adopted by our Board of Directors, we are all expected to be aware of the standards and obligations therein you are expected to comply with. Southwest Employees and Contractors can find these policies on [SWALife >Tools >Policies >Corporate Governance](#).

Procurement and Contracting Policy: This policy outlines the processes and responsibilities of any Employee tasked with obtaining goods or services from suppliers. Compliance to the policy ensures that we are spending our money wisely, protecting Southwest as well as our individual Employees from undo risk, and meeting our obligations to our suppliers and the public. All Employees are expected to be aware of and comply with the Procurement and Contracting Policy. Southwest Employees and Contractors can find these policies on [SWALife >Tools >Policies >Companywide Supply Chain Management Policies](#).

- [Alternative Dispute Resolution Program](#)
- [Code of Ethics](#)
- [Insider Trading Policy](#)
- [Procurement and Contracting Policy](#)

Select the checkbox below to acknowledge receipt and then continue to the SWALife home page:

I, Janice Swift, hereby certify that I have received and read the following policies:

- Alternative Dispute Resolution Program (Non-Contract Employees only)
- Southwest Airlines Co. Code of Ethics
- Insider Trading Policy
- Procurement and Contracting Policy

I understand the content of each policy. I agree to fully comply with the standards, policies, and procedures contained in the Alternative Dispute Resolution Program (Non-Contract Employees only), Code of Ethics, Insider Trading Policy, and Procurement and Contracting Policy.

From time to time, Southwest Employees, and Contractors performing services onsite, are asked to acknowledge receipt of current or new Southwest workplace policies before being able to login to SWALife, because they are each held accountable for complying with Southwest's policies. It is important for Southwest Employees and Contractors to take the time to read these policies and be aware of the expectations outlined in these policies. In advance of today, Southwest previously notified all Employees and Contractors to review these policies and the upcoming acknowledgement. Whether you reviewed them after the recent post or now, the time is well spent and review of the policies is extremely important. Each of you are reminded not to share your confidential SWALife login information with anyone else.

Alternative Dispute Resolution Program: The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is only applicable to Southwest Employees who are not covered by a collective bargaining agreement (also known as "Non-Contract Employees"). For those Employees subject to the ADR Program, by checking the box below, you are acknowledging that you have received a copy of the ADR Program, which includes a provision requiring binding arbitration of certain types of claims, that you have reviewed the ADR Program which is available at all times on **SWALife>Tools>Policies>People Policies>ADR Program** and by clicking a link on this webpage, and that you agree to abide by the ADR Program. For those Employees covered by a collective bargaining agreement (also known as "Contract Employees"), checking the box will only be an acknowledgement of the Southwest Airlines Co. Code of Ethics, Insider Trading Policy and Procurement and Contracting Policy and will not be an acknowledgement of the ADR Program.

Code of Ethics and Insider Trading Policy: I hereby certify that I have received and read the Southwest Airlines Co. Code of Ethics and Insider Trading Policy, and I understand their contents. I agree to comply with the standards, policies, and procedures contained in the Code of Ethics and the Insider Trading Policy, including any amendments thereto. I understand that current copies of the Code of Ethics and the Insider Trading Policy are posted on **SWALife>Tools>Policies>Corporate Governance**. I further certify that I am in full compliance with the Code of Ethics and the Insider Trading Policy and that I have an obligation to report any violation of the Code of Ethics of which I become aware (including any potential conflict of interest).

Procurement and Contracting Policy: This policy outlines the processes and responsibilities of any Employee tasked with obtaining goods or services from suppliers. Compliance with the policy ensures that we are spending our money wisely, protecting Southwest as well as our individual Employees from undue risk, and meeting obligations to our suppliers and the public. All Employees are expected to be aware of and comply with the Procurement and Contracting Policy which is located at all times on **SWALife>Tools>Policies>Companywide Supply Chain Management Policies**.

- [Alternative Dispute Resolution Program](#)
- [Code of Ethics](#)
- [Insider Trading Policy](#)
- [Procurement and Contracting Policy](#)

CHECK THE BOX BELOW to consent to electronic delivery, acknowledge receipt, and continue to the SWALife home page:

I, Vincent Vasquez, have read, reviewed and been given the opportunity to review, and I have received the:

- Alternative Dispute Resolution Program (Non-Contract Employees only)
- Southwest Airlines Co. Code of Ethics
- Insider Trading Policy
- Procurement and Contracting Policy

These Southwest policies may be found at all times on **SWALife>Tools>Policies**. For any questions or clarification, see each Policy for the appropriate contact or Department. By checking the box above and signing the acknowledgement of receipt electronically, I consent to electronic delivery, acknowledge receipt of and agree to fully comply with the standards, policies and procedures in these Policies.

SWALife Announcement

2017 Southwest Airlines Q3 Acknowledgement

From time to time, Southwest Employees are asked to acknowledge receipt of current or new Southwest policies. It is important for Southwest Employees to take the time to read these policies, be aware of the expectations outlined in these policies, and know that they will be held accountable for complying with these policies. As such, you are being asked to confirm that you are aware you will be held accountable for the policies applicable to you.

Alternative Dispute Resolution Program: The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is only applicable to Southwest Employees who are not covered by a collective bargaining agreement (also known as "Non-Contract Employees"). For those Employees subject to the ADR Program, by checking the box below, you are acknowledging that you have received a copy of the ADR Program, which includes a provision requiring binding arbitration of certain types of claims, that you have reviewed the ADR Program which is available at all times on [SWALife > My Work > Resources > Policies > People Policies > ADR Program](#) and by clicking a link on this webpage, and that you agree to abide by the ADR Program. For those Employees covered by a collective bargaining agreement (also known as "Contract Employees"), checking the box will only be an acknowledgement of the Southwest Airlines Co. Code of Ethics, Insider Trading Policy and Procurement and Contracting Policy and will not be an acknowledgement of the ADR Program.

Code of Ethics and Insider Trading Policy: I hereby certify that I have received and read the Southwest Airlines Co. Code of Ethics and Insider Trading Policy, and I understand their contents. I agree to comply with the standards, policies, and procedures contained in the Code of Ethics and the Insider Trading Policy, including any amendments thereto. I understand that current copies of the Code of Ethics and the Insider Trading Policy are posted on [SWALife > My Work > Resources > Policies > Corporate Governance](#). I further certify that I am in full compliance with the Code of Ethics and the Insider Trading Policy and that I have an obligation to report any violation of the Code of Ethics of which I become aware (including any potential conflict of interest).

Procurement and Contracting Policy: This policy outlines the processes and responsibilities of any Employee tasked with obtaining goods or services from suppliers. Compliance with the policy ensures that we are spending our money wisely, protecting Southwest as well as our individual Employees from undue risk, and meeting obligations to our suppliers and the public. All Employees are expected to be aware of and comply with the Procurement and Contracting Policy which is located at all times on [SWALife > My Work > Resources > Policies > Companywide Supply Chain Management Policies](#).

Acknowledgement

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I understand the content of these policies. I agree to fully comply with the standards, policies, and procedures contained in these documents.

Submit

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