

EXHIBIT A

NOT A CERTIFIED COPY



BETH COKE
EMPLOYMENT LAW

February 8, 2023
Via Electronic Mail

Rachelle McBride, Esq.
Cheney Brothers, Inc.
One Cheney Way
Riviera Beach, FL 33404
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Re: Wesley Richards

Dear Ms. McBride:

I am in receipt of your February 3, 2023 letter to Mr. Richards. Please direct all future correspondence concerning this matter to me and not to my client directly.

At the outset, there are additional facts of which you need to be aware. Mr. Richards has been discussing with Byron Russell leaving Cheney Bros. for over a year. Until recently there were two issues that caused Mr. Richards to want to leave. The first is that Mr. Richards was significantly underpaid from the standard, which can be determined by organizations such as the National Business Aviation Association (“NBAA”), based on experience and type of aircraft. The second issue was the micromanagement and demeaning, disrespectful manner in which the Chief Pilot treats pilots, including Mr. Richards.

In January 2022, Mr. Russell gave Mr. Richards a raise and promised that he would work to resolve the issues with the Chief Pilot to convince him to stay another year. Prior to going to the training, Mr. Richards approached the Chief Pilot about getting a raise to bring him to the minimum standard. The response was to wait until after the training. Mr. Richards was originally scheduled to go to the training at issue in the middle of the year, but five days prior to going was advised that he would be going. Regardless, after the training was completed by [REDACTED], the Chief Pilot indicated that he would not be receiving a raise. At that point, Mr. Richards applied for a job at another company. A week or so before he gave notice, Mr. Richards was

Rachelle McBride, Esq.
February 8, 2023
Page 2

open about seeking another opportunity with the Chief Pilot who indicated that there was nothing that could be done if he wanted to leave because there are no contracts.

In addition, prior to leaving, after repeatedly speaking with the Chief Pilot about the raise, he set a meeting for Mr. Richards to meet directly with Mr. Russell about the pay issue as well as a significant safety issue of flying the new plane, which is much larger than their other aircrafts, out of a small airfield. When they met, Mr. Richards told Mr. Russell that he needed a raise as he had recently been offered an opportunity to make significantly more money, to which Mr. Russell responded that was something he should consider. At no time did [REDACTED] indicate that Mr. Richards was under any obligation to repay the training costs. That only occurred after Mr. Richards gave his notice and Mr. Russell was angry that he was leaving.

Having litigated these types of cases, I am keenly aware that the standard in the industry is to have pilots sign contracts agreeing to pay back training costs before the training is provided. That was not done here. Instead, you are seeking to rely on tort claims that simply do not apply. First, none of the claims will be successful because Mr. Richards did not promise to stay in Cheney Brothers' employ. Rather that is contrary to the facts. However, had Mr. Richards been given a suitable raise and removal of the safety issue by flying the new plane out of a larger field such as Palm Beach or Stuart, he may not have left.

There is no legal basis for Cheney Brothers to pursue training costs against my client so if legal proceedings are initiated, we will defend vigorously and seek fees and costs for having to do so. Further, if your client takes any action that jeopardizes his new employment, we will be filing suit for tortious interference. If you have case law that supports your threatened actions, please immediately provide it for my review. Otherwise I will consider the matter closed.

Sincerely,



Beth Coke

cc: Wesley Richards