



## MEDIATION AND MUTUAL ARBITRATION AGREEMENT

### 1. INTRODUCTION

This Mediation and Mutual Arbitration Agreement ("Agreement") is between me (sometimes referred to as "me", "I", "You" or "Your") and Bridgestone Americas and any subsidiaries and affiliated companies (the "Company"). The Federal Arbitration Act ("FAA") (9 U.S.C. §1 et seq.) governs this Agreement, which evidences a transaction involving commerce. **All disputes covered by this Agreement shall be decided by an arbitrator through arbitration and not by way of court or jury trial.**

### 2. INFORMAL RESOLUTION AND OPEN-DOOR POLICY

This Agreement does not prevent or excuse me or the Company from using informal avenues to raise or resolve concerns, including disputes that are covered under this Agreement. I understand that I may raise concerns with my managers. Many times, addressing concerns with my immediate manager will lead to a resolution. If I feel uncomfortable raising concerns with my immediate manager, or my manager does not respond to my concerns, I may raise the concerns with my manager's supervisor. I am also encouraged to bring concerns to the attention of the Company's Human Resources Department pursuant to the Open Door Policy or by calling the 24/7 BridgeLine at 1(800) 842-0504.

### 3. DISPUTES COVERED BY THE AGREEMENT

Except as this Agreement otherwise provides, the Company and I mutually agree to the resolution by arbitration of all claims or controversies, past, present, or future, including without limitation, claims arising out of or related to my application and selection for employment, employment, and/or the termination of my employment that the Company may have against me or that I may have against the Company, and/or its: (1) officers, directors, employees, or agents; (2) future affiliates; and/or (3) successors and assigns. Each and all of the individuals and entities in the preceding clause may enforce this Agreement.

The claims subject to arbitration are those that could be brought under applicable local, state or federal law. Unless contrary to the FAA as amended and except as it otherwise provides, this Agreement applies, without limitation, to claims based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, wages or other compensation claimed to be owed, breaks and rest periods, termination, tort claims, equitable claims, and all statutory and common law claims, and claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Americans With Disabilities Act, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Credit Reporting Act, the Fair Labor Standards Act, the Equal Pay Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a)

covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), the Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, any individual, non-representative actions filed under the California Private Attorneys General Act and any state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state, or local legal claims arising out of or relating to Your application for employment, employment or the termination of employment.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability or waiver of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. But the preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, explicitly subject to 9 U.S.C. § 402(b) and it does not apply to the Class Action Waiver, Collective Action Waiver, or PAGA Representative Action Waiver. Regardless of anything else in this Agreement and/or the AAA Rules, or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver, Collective Action Waiver, or the non-individual PAGA Representative Action Waiver, including, but not limited to any claim that all or part of the Class Action Waiver, Collective Action Waiver, or non-individual PAGA Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

### 4. DISPUTES NOT COVERED BY THE AGREEMENT

The Company and I agree that the following claims are not covered under this Agreement because and to the extent controlling law prohibits them from being covered: (i) Workers' Compensation benefits, state disability insurance benefits or unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits except for claims brought under California Labor Code 132a; (ii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement (e.g., sexual harassment and sexual assault claims); (iii) disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act; and (iv) non-individual, representative actions for civil penalties prosecuted under the California Private Attorneys General Act ("PAGA"), which does not include individual, non-representative claims (Your individual, non-representative claims are governed by Section 3 above). If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the

maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

Both the Company and I may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief. The court to which the application is made is authorized to grant temporary or preliminary injunctive relief and may do so with or without addressing the merits of the underlying arbitrable dispute, as provided by applicable law of the jurisdiction. All determinations of final relief will be decided in arbitration, and the pursuit of temporary or preliminary injunctive relief shall not be deemed incompatible with or constitute a waiver of rights under this Agreement.

Nothing in this Agreement prevents You from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, Office of Federal Contract Compliance Programs, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in Arbitration. The Company will not retaliate against You for filing a claim with an administrative agency or for exercising rights under the National Labor Relations Act. This Agreement also does not prevent or prohibit You in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

## **5. MANDATORY PRE-ARBITRATION MEDIATION**

Unless prohibited by applicable law, before proceeding to binding arbitration, the Company and I must first submit the dispute to mediation. The mediation will be administered by the American Arbitration Association ("AAA") and, except as provided in this Agreement, will be held under then-current AAA ("AAA") Employment Mediation Procedures ("AAA Mediation Procedures"). The AAA Mediation Procedures may be found at [www.adr.org/employment](http://www.adr.org/employment) or by searching for "AAA Employment Arbitration Rules" using a service such as [www.Google.com](http://www.Google.com). The Company will pay the costs and fees of the mediator.

In mediation, a neutral third-party (a mediator) works with the parties to reach a mutually agreeable settlement of the dispute. Mediation only applies to disputes involving legally protected rights. If a settlement is not reached, the mediator has no authority to impose one. Mediation is a mandatory prerequisite to arbitration

under this Agreement, unless both parties agree to skip mediation and move directly to arbitration.

A Party must initiate proceedings by filing with the AAA a written Request for Mediation, which, at a minimum, must describe the nature of the dispute, the monetary amount involved, if any, and the remedy sought.

The Request for Mediation must be filed before the expiration of the applicable statute of limitations. Unless prohibited by applicable law, failure of a party to timely initiate the mediation process will bar the party from any relief or other proceedings under this Agreement or otherwise, and any such dispute will be deemed to have been finally and completely resolved.

To commence mediation, the claimant must make a written Request for Mediation to the AAA and must send a copy to the other party. A form for submitting a Request is attached to this Agreement and is available on The Bridge, however, no particular format is required to submit a Request. The current address for AAA is American Arbitration Association, 13727 Noel Road, Suite 700, Dallas, TX 75240, or email at [CustomerService@adr.org](mailto:CustomerService@adr.org). You may also reach AAA at 800-778-7879. The AAA's current address and/or email address also may be found on its web site at [www.adr.org](http://www.adr.org).

If You initiate the mediation, You will be responsible for a \$100 administrative fee payable to the AAA and providing a copy of the Request for Mediation to the Company, at:

Bridgestone Americas  
Law Department  
Attn: General Counsel Labor & Employment  
200 4<sup>th</sup> Ave. South  
Nashville, TN 37201

If the Company initiates mediation, it will provide send a copy of the Request for Mediation to You at your address of record with the Company.

The mediation shall take place as soon as practicable. If mediation is successful, the parties will memorialize any resolution in writing signed by both parties. If mediation is not successful, any covered claim must be arbitrated under this Agreement for a final and binding decision by the Arbitrator.

## **6. INITIATING ARBITRATION**

The Company and I agree that a party wishing to initiate arbitration must make a written Request for Arbitration to the AAA within thirty (30) days from the date the mediation process concludes or the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim, whichever is longer. You will receive notice of any Request for Arbitration at the last home address You provided to the Company. The written Request for Arbitration shall identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought. The written Request for Arbitration shall be sent to the

other party by first class mail or hand delivery. The Request for Arbitration must be personally signed by the party initiating arbitration (You or an authorized representative of the Company). The Arbitrator will resolve all disputes regarding the timeliness or propriety of the notice.

## **7. REPRESENTATION**

Any party may be represented by an attorney selected by the party. I understand and agree that I have been given the opportunity to discuss this Agreement with my private legal counsel and have availed myself of that opportunity to the extent I wish to do so.

## **8. PROCEDURES AND RULES**

The parties shall select the neutral Arbitrator by mutual agreement. If the parties cannot mutually agree to an Arbitrator, the arbitration will be held under the auspices of the AAA, and except as provided in this Agreement, shall be under the then-current Employment Arbitration Rules of the AAA ("AAA Rules"); provided however, that if there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern. The AAA Rules may be found at [www.adr.org/employment](http://www.adr.org/employment) or by searching for "AAA Employment Arbitration Rules" using a service such as [www.Google.com](http://www.Google.com).

Unless the parties jointly agree otherwise, the Arbitrator shall be either an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction ("Arbitrator"). Unless the parties jointly agree otherwise, the arbitration shall take place in or near the city in which You live or where You were last employed by the Company.

In the event the parties do not mutually choose an Arbitrator, the Arbitrator will be selected according to procedure set forth in the then-current Employment Arbitration Rules of the AAA ("AAA Rules"); provided, however, if under the AAA selection process the parties fail to agree on any of the persons submitted by AAA, or if the chosen arbitrator is unable to act, or for any other reason the appointment cannot be made from the submitted list, the AAA will issue a new list of nine (9) arbitrators from which the parties will strike alternately, with the party who initiated arbitration to strike first, until only one name remains. AAA is without authority to unilaterally appoint an arbitrator. If for any reason the AAA will not administer the arbitration or is unwilling to administer the arbitration consistent with this Agreement, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator, who shall act under this Agreement with the same force and effect as if they had been specifically named herein.

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The Arbitrator shall apply the substantive federal, state,

or local law applicable to the claims asserted. Either party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

The Arbitrator shall render an award by written opinion no later than 30 days from the date the arbitration hearing concludes, unless the parties agree otherwise. The opinion shall be in writing and include the factual and legal basis for the decision. The decision of the Arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

## **9. CLASS AND COLLECTIVE ACTION WAIVERS**

THE COMPANY AND I HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CLASS ACTION and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). The Class Action Waiver will be severable from this Agreement in any case in which a federal statute expressly states that a Class Action cannot be waived (e.g., sexual harassment and sexual assault claims) or in which there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration.

THE COMPANY AND I HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A COLLECTIVE ACTION and the Arbitrator will have no authority to hear or preside over any such claim ("Collective Action Waiver"). The Collective Action Waiver will be severable from this Agreement in any case in which a federal statute expressly states that a Collective Action cannot be waived or in which there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

## **10. CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT REPRESENTATIVE ACTION WAIVER**

THE COMPANY AND I HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CALIFORNIA PAGA REPRESENTATIVE ACTION and the Arbitrator will have no authority to hear or preside over any such claim ("PAGA Representative Action Waiver"). The PAGA Representative Action Waiver will be severable from this Agreement in any case in which there is a final judicial determination that the PAGA Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, and assuming standing and other prerequisites for maintaining a PAGA Representative Action in court are met, such action must be litigated in a civil court of competent jurisdiction—not in arbitration.

## **11. DISCOVERY AND SUBPOENAS**

Each party may take the deposition of one individual fact witness and any expert witness designated by another party. Each party also may propound requests for discovery, including without limitation production of documents and one set of no more than twenty-five (25) interrogatories, including subparts. Each party may subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties, in accordance with any applicable state or federal law. Additional discovery may be conducted by mutual stipulation, and the Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the Arbitrator's determination whether additional discovery is warranted by the circumstances of a particular case.

## **12. ARBITRATION FEES AND COSTS**

The party that initiates the arbitration shall pay a filing fee as required by the Arbitrator mutually selected by the parties or AAA, but You will not be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company shall pay all other fees and costs of the Arbitrator and/or that are assessed by the AAA in accordance with applicable law and the AAA Rules.

Each party shall pay for its own costs and attorneys' fees. However, if any party prevails on a claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award such costs and fees to the prevailing party as provided by law.

## **13. CONSIDERATION**

The mutual obligations by the Company and me to arbitrate disputes provide consideration for this Agreement.

## **14. ATTENDANCE AT HEARING**

The parties are expected to appear for the hearing and present their witnesses and evidence necessary to prosecute and defend the claims at issue. Should any party refuse or neglect to appear for or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented. The Arbitrator shall order witnesses to be sequestered at the request of any party. However, the following persons are exempt from any order of sequestration and may attend every stage of proceedings, regardless of their status as

potential witnesses: You, the Company's corporate representative, and their respective attorneys. The Company shall be entitled to designate a corporate representative as its representative at the hearing.

## **15. AT WILL EMPLOYMENT**

This Agreement does not alter the "at-will" status of Your employment and does not guarantee You an offer of employment or continued employment.

## **16. OFFER OF JUDGMENT**

A party may make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure.

## **17. SOLE AND ENTIRE AGREEMENT**

I agree this is the complete agreement of the parties on the subject of arbitration of disputes. Unless this Agreement is not entered into, deemed void, unenforceable, or invalid, this Agreement supersedes and replaces any other agreements between the Company and You regarding arbitration of legal disputes. This Agreement survives the termination of my employment and the expiration of any benefit. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as set forth in this Agreement.

## **18. CONSTRUCTION**

If any provision of this Agreement is adjudged to be invalid, unenforceable, unconscionable, void or voidable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement. All remaining provisions will remain in full force and effect; provided, however, that under no circumstances shall any class, collective, or representative action proceed in arbitration. If a court determines the FAA does not apply to a particular dispute or to one or both parties, the parties stipulate and agree the Tennessee Uniform Arbitration Act ("TUAA") shall apply as Bridgestone's corporate headquarters are located in Tennessee. If none of the above apply, the parties stipulate and agree that the arbitration law of the jurisdiction where the arbitration will take place will apply. Any party who fails to object promptly in writing upon learning that any provision or requirement of this Agreement has not been complied with, shall be deemed to have waived the right to object.

***I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CAREFULLY READ AND REVIEW THIS MEDIATION AND MUTUAL ARBITRATION AGREEMENT. BY USING "WORKDAY" OR OTHER ELECTRONIC MEANS OF ACCEPTANCE (BELOW OR ON SEPARATE SCREEN), I AM SHOWING MY ACCEPTANCE BY "ELECTRONIC SIGNATURE" AND AGREE THAT THE COMPANY AND I ARE AGREEING TO THE TERMS OF THE MEDIATION AND MUTUAL ARBITRATION AGREEMENT AND AGREEING TO ARBITRATE CLAIMS AND DISPUTES COVERED BY THE AGREEMENT. I ALSO AUTHORIZE THE USE OF AN ELECTRONIC SIGNATURE AS MY ACCEPTANCE TO THE AGREEMENT, AND I UNDERSTAND AND ACKNOWLEDGE THAT***

***MY ELECTRONIC SIGNATURE IS INTENDED TO SHOW MY ACCEPTANCE AND IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE.***

***AGREED: BRIDGESTONE AMERICAS***

**AMERICAN ARBITRATION ASSOCIATION**

## REQUEST FOR MEDIATION

**PLEASE NOTE: YOU MUST FILE THIS REQUEST FOR MEDIATION BEFORE THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS.**

I am submitting the following Dispute for MEDIATION under Bridgestone's Mediation and Mutual Arbitration Agreement:

My name (please print): \_\_\_\_\_

My current or last work address: \_\_\_\_\_

City, state and zip code: \_\_\_\_\_

Work telephone no.: \_\_\_\_\_

My home address: \_\_\_\_\_

City, state, and zip code: \_\_\_\_\_

Home telephone no.: \_\_\_\_\_

Description of my legal claim (attach additional pages if necessary):

[illegible]

**(COMPLETE AND SIGN REVERSE SIDE ALSO)**

The incident(s) I am complaining about occurred on the following date(s):

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I request the following remedies (include any specific monetary amounts):

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Names and work locations of other persons with knowledge of my claim:

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*To initiate Mediation proceedings*, submit this Request along with the \$100 administrative fee to:

The American Arbitration Association  
13727 Noel Road  
Suite 700  
Dallas, TX 75240  
Telephone: 800-426-8792  
Email: CustomerService@adr.org

A copy of this Mediation Request must also be mailed to:

Bridgestone Americas  
Law Department  
ATTN: General Counsel Labor and Employment  
200 4<sup>th</sup> Ave. South, Nashville, TN 37201

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

## REQUEST FOR ARBITRATION

I am submitting the following Dispute for ARBITRATION under Bridgestone's Mediation and Mutual Arbitration Agreement:

DATE MEDIATION OF THIS DISPUTE WAS COMPLETED: \_\_\_\_\_

My name (please print): \_\_\_\_\_

My current or last work address: \_\_\_\_\_

City, state and zip code: \_\_\_\_\_

Work telephone no.: \_\_\_\_\_

My home address: \_\_\_\_\_

City, state, and zip code: \_\_\_\_\_

Home telephone no.: \_\_\_\_\_

Description of my legal claim (attach additional pages if necessary):

[illegible]

**(COMPLETE AND SIGN)**

The incident(s) I am complaining about occurred on the following date(s):

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I request the following remedies (include any specific monetary amounts):

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Names and work locations of other persons with knowledge of my claim:



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*To initiate Arbitration proceedings*, submit this Request to:

The American Arbitration Association  
13727 Noel Road  
Suite 700  
Dallas, TX 75240  
Telephone: 800-426-8792  
Email: CustomerService@adr.org

A copy of this Request for Arbitration must also be mailed to:

Bridgestone Americas  
Law Department  
ATTN: General Counsel Labor and Employment  
200 4<sup>th</sup> Ave. South, Nashville, TN 37201

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