A BETTER WAY TO HANDLE DISPUTES

PLEASE TAKE THE TIME TO REVIEW THIS IMPORTANT DOCUMENT SO THAT YOU ARE FAMILIAR WITH ALL PHASES OF THE PROGRAM. THE PROGRAM CONTAINS A BINDING ARBITRATION PROVISION ENFORCABLE BY THE PARTIES.
Dear RGIS Colleague:

At RGIS, we believe it is important that all employees are treated with dignity and respect. While we hope that your employment with RGIS will be free from problems, we realize that at times conflicts and disputes may arise even in the best work environment. It is important and beneficial to all involved to resolve those conflicts fairly and quickly. For this purpose, RGIS implemented the RGIS Dispute Resolution Program (“Program”) which is administered by the RGIS Office of Dispute Resolution and available to all employees.

The Program can be used to resolve issues quickly before they become conflicts, since early resolution promotes a positive work environment. The Program consists of the following five Phases that an employee can use to resolve almost every kind of workplace problem:

- Phase 1: Use of the RGIS Open Door Policy;
- Phase 2: Review by a Human Resources Representative;
- Phase 3: Review by a Dispute Resolution Officer;
- Phase 4: Non-Binding Mediation; and
- Phase 5: Mandatory Arbitration.

The first four Phases of the Program are voluntary - any employee can elect any of these four Phases to attempt to resolve a dispute. The fifth Phase, Mandatory Arbitration, is a contractual commitment by both you and RGIS providing that a covered claim arising out of or related to your employment with RGIS that is not resolved through the first four Phases of the Program is subject to arbitration instead of resolution by a court of law. RGIS believes arbitration is a faster, more efficient way to resolve disputes while having the added benefit of allowing individuals to obtain the same remedies that are available to them individually through the court system. When a claim is submitted to arbitration in Phase 5, it will be heard and ruled on by a neutral, independent third-party professional.
arbitrator affiliated with the American Arbitration Association (“AAA”), not a judge or a jury in a court proceeding. The AAA is a non-profit organization that provides independent arbitrators to resolve disputes throughout the country. Claims under the Program must be brought in arbitration individually, and not on behalf of a group, collective or class of employees.

The cost to file a lawsuit in federal or state court is typically in excess of $100. Under the Program, at the point of requesting Phase 5: Mandatory Arbitration, the employee’s portion of the arbitration filing fee is only $100. As an added benefit, employees retaining an attorney in Phase 5: Mandatory Arbitration may also be eligible for reimbursement of up to $1,000 in a rolling 12 month period to offset their attorney’s fees.

This Booklet describing the details of the Dispute Resolution Program is distributed to new employees by E-Mail, along with a set of Frequently Asked Questions. Please keep a copy of the Program Booklet for your ease of reference. A copy of the Program can also be found on the Company website at www.rgis.com.

PLEASE MAKE SURE THAT YOU READ THE PROGRAM BOOKLET SO THAT YOU ARE FAMILIAR WITH ALL PHASES OF THE PROGRAM AND BECAUSE IT CONTAINS IMPORTANT INFORMATION RELATED TO YOUR LEGAL RIGHTS AND OBLIGATIONS.

The decision to be covered by the Program is yours. You are automatically covered by the Program unless and until you exercise the option to exclude yourself by submission of the Dispute Resolution Program Exclusion Form For New Hires within 60 days of your hire date. The Program Exclusion Form is enclosed in the Program Booklet. You may mail the Exclusion Form to RGIS, LLC, Office of Dispute Resolution, 2000 E. Taylor Rd, Suite 200, Auburn Hills, MI 48326-1771 or email to DisputeResolutionOffice@rgis.com. This is your only opportunity to exclude yourself from the Program. Whether you choose to exclude
yourself from the Program will have no negative effect on your employment.

You can contact the Office of Dispute Resolution at DisputeResolutionOffice@rgis.com or (800) 521-3102 ext. 4232 if you have questions and/or to obtain additional copies of the Program Booklet. You may also wish to learn more about the AAA by visiting their website at www.adr.org.

We are confident that the RGIS Dispute Resolution Program will allow us to resolve employment issues in a fair, efficient and timely manner for all parties.

Sincerely,

RGIS, LLC – Human Resources
RGIS DISPUTE RESOLUTION PROGRAM
A Better Way to Handle Disputes

What is the Purpose of the Dispute Resolution Program?

At RGIS, LLC, (“Company” or “RGIS”), we hope that your employment will be free from problems. However, we realize that at times conflicts may arise even in the best work environment. RGIS has adopted the RGIS Dispute Resolution Program ("Program") because it is important to resolve those conflicts and disputes as fairly and quickly as possible.

RGIS takes complaints about violations of your legal rights very seriously, and the Program is designed to resolve covered disputes fairly, impartially, efficiently, economically and privately. In Phase 5: Mandatory Arbitration, the Program is also intended to be the exclusive, mandatory, final and binding method of resolving such covered disputes for both RGIS employees and the Company. The Program is not intended to modify the at-will employment status of any employee.

More than just successfully resolving individual workplace disputes, the Program will provide an ongoing value to the Company, to you and to our employee/manager relationships. Knowing that decisions can be subject to review helps ensure that all managers will broadly consider the crucial impact their actions have on employees. It will encourage managers to ensure their decisions are well-considered.

The Program has a variety of methods to air and resolve almost every kind of workplace problem – from minor, everyday misunderstandings to claimed violations of legally protected rights. It includes five Phases of dispute resolution that range from informal, internal ways to resolve disputes, to more formal external methods. Phases 1-4 are voluntary, and we encourage you to use those early Phases of the Program as soon as you have a problem or a dispute. The fifth Phase provides for mandatory, final and binding arbitration. In the fifth Phase, covered claims will be resolved by an independent neutral arbitrator, not through a lawsuit filed in a court or heard by a judge or jury. Arbitration under
Phase 5 must be brought individually and not as a group or class, and, the arbitration process is designed to be faster and more efficient than the court process while still allowing the parties to seek the same individual remedies that would have been available to them had the claim been heard in court before a judge or jury.

**General Information about the Program**

The Program consists of five Phases for resolving workplace disputes:

- **Phase 1**: Use of the RGIS Open Door Policy;
- **Phase 2**: Review by a Human Resources Representative;
- **Phase 3**: Review by a Dispute Resolution Officer;
- **Phase 4**: Non-binding Mediation; and
- **Phase 5**: Mandatory Arbitration.

The types of disputes covered and the procedures for each Phase are described below. Please understand that the Program is not meant to replace the Company’s complaint procedures for individuals who believe that they have been sexually or otherwise harassed or discriminated against based on a legally protected category. Employees who believe they have been the subject of harassment or discrimination in violation of RGIS policies should file a complaint by contacting Human Resources at (800) 521-3102, ext. 5972 or by sending an e-mail to HumanResources@RGIS.com. Any legally recognizable claim arising out of a complaint remains subject to the Program.

The Company also encourages employees to use the **RGIS Business Ethics Hotline** for good faith reporting of violations of the Code of Conduct. You can access the RGIS Business Ethics Hotline on the web at [www.rgis.ethicspoint.com](http://www.rgis.ethicspoint.com) or toll-free at (866) 593-6482. The hotline is available 24 hours a day, 7 days a week.
If you are hired on or after July 1, 2015 and have not been hired by RGIS within the previous three years ("New Hire"), you are automatically covered by the Program unless and until you exercise the option to exclude yourself by submission of the Dispute Resolution Program Exclusion Form For New Hires within 60 days of your hire date. The Program Exclusion Form is included in this Booklet. New Hires may mail the Exclusion Form to RGIS, LLC, Office of Dispute Resolution, 2000 E. Taylor Rd, Suite 200, Auburn Hills, MI 48326-1771 or email to DisputeResolutionOffice@rgis.com. This is your only opportunity to exclude yourself from the Program. Whether you choose to exclude yourself from the Program will have no negative effect on your employment.

If you were hired prior to July 1, 2015, subject to a previous version of the Program, and did not opt out of any previous version of the Program, this Program is effective October 1, 2015. By accepting or continuing employment on or after the effective date, all covered employees agree to submit any covered disputes to binding arbitration, rather than to have such disputes heard by a court or jury, consistent with the terms of this Program.

To the extent you and the Company previously entered into any agreement to arbitrate particular claims, such prior agreement will remain in effect notwithstanding this Program. To the extent that a particular claim or dispute is covered by an obligation to arbitrate under both this Program and such a prior agreement, the provisions of this Program shall govern any claims which arise on or after October 1, 2015, and the provisions of the prior agreement shall govern any claims which arose before that date. To the extent that this Program is found or held to be inapplicable to a particular claim or ineffective to require arbitration of such claim, then arbitration may be compelled under any prior agreement to arbitrate between you and the Company. To the extent that any prior agreement to arbitrate is found or held to be inapplicable to a particular claim or ineffective to require arbitration of such claim, then arbitration may be compelled under this Program.
The Program is not intended to limit or expand substantive legal rights that you are entitled to under the law. Nor does the Program limit or restrict in any way your legal right to file claims or charges with federal administrative agencies, such as the National Labor Relations Board (“NLRB”), U.S. Department of Labor (“DOL”) or the Equal Employment Opportunity Commission (“EEOC”).

Because circumstances change, the Company may amend the Program, including the rules and procedures for Phase 5: Mandatory Arbitration, from time to time by giving 10 calendar days’ notice to employees. Of course, any amendments will not apply to any claims that arose prior to the date of the amendment. By continuing your employment after receiving notice of any amendments, you and the Company mutually agree to be bound by those amendments. The Company may also terminate the Program at any time by giving 30 calendar days’ notice to employees. Again, the termination of the Program shall not apply to any claims that arose prior to the date of termination.

Who is Covered by the Program?

All employees of RGIS (except those employed in Puerto Rico and those having excluded themselves pursuant to the terms of the Program or a previous arbitration agreement) are automatically covered by the Program after the effective date.

Under the Program, you and the Company mutually agree to be bound by its terms and to resolve all claims covered by the Program through mandatory, final and binding arbitration, instead of through litigation in court. This means Phase 5: Mandatory Arbitration is your sole and exclusive means for resolving such covered disputes, RGIS and you are explicitly waiving the right to a jury trial or bench trial on any claims between yourself and the Company covered by the Program.

To the extent permitted by law, the Program also applies to anyone else who may assert a claim belonging to, obtained from, or brought on behalf of a current or former RGIS employee covered by the Program. Under the Program, if you change positions, change locations or your
employment with the Company ends for any reason or no reason at all, the Program will continue to apply to you. If RGIS rehires you following a break in service with the Company of 3 years or less, you and RGIS will be covered by the Program unless you previously excluded yourself from the Program or a previous version of the Program during the prescribed exclusion period. If RGIS rehires you following a break in service with the Company of more than 3 years, you will for purposes of the Program be treated as a new hire, and given the opportunity to elect exclusion from the Program during the prescribed period.

As further explained below, disputes against RGIS, LLC, its successors and assigns and each of their past, present, and future legal entities, affiliates, subsidiaries and parent companies and its and their past, present, and future directors, officers and employees against whom a claim is asserted for acts arising out of or related to their duties with the Company are covered by the Program.

**NO RETALIATION POLICY**

The only way the Program can be truly effective is if employees can use every Phase of the Program with confidence. Therefore, no employee will be subject to any form of discipline or retaliation for initiating or participating in good faith in any process or proceeding under the Program. Any employee who retaliates against another employee for using the Program will be subject to discipline, up to and including termination. If you ever feel as though you have been retaliated against for using any Phase of the Program, you should contact:

Human Resources at (800) 521-3102, ext. 5972, or HumanResources@RGIS.com, or 2000 E. Taylor Road, Suite 200, Auburn Hills, MI 48326.
RGIS DISPUTE RESOLUTION PROGRAM EXCLUSION FORM
FOR NEW HIRES ONLY

IF YOU DO NOT WISH TO RECEIVE THE BENEFITS OF THE RGIS DISPUTE RESOLUTION PROGRAM, PLEASE COMPLETE AND RETURN THIS FORM. HOWEVER, YOU WILL BE SUBJECT AND BOUND BY THE PROGRAM UNTIL YOU COMPLETE AND RETURN THIS FORM. If excluding yourself from the Program, this form must be completely filled out and signed by you. It must be returned to the RGIS Office of Dispute Resolution by mail to RGIS, LLC, Office of Dispute Resolution, 2000 E. Taylor Rd, Suite 200, Auburn Hills, MI 48326-1771 or email to DisputeResolutionOffice@rgis.com within sixty (60) days of your hire date. Do not give the Exclusion Form to your manager or trainer. If the form is not returned to the Office of Dispute Resolution within the prescribed timeframe, you will not have another opportunity to exclude yourself from the Program. If you have questions about the exclusion process or the timeframe within which your Exclusion Form can be submitted, please contact the Dispute Resolution Program Specialist at DisputeResolutionOffice@rgis.com, (800) 521-3102 ext. 4232. Please complete the following information:

Print Full Name

Last 4 Digits of Social Security Number

Address

Location/District Number

City, State, Zip Code

Home Phone Number

Employee ID Number

I, _______________________, have read the attached RGIS Dispute Resolution Program and I elect NOT to receive the benefits of the Program. I understand that the five Phases of the Program will not apply to me, and I will not be eligible for the legal financial assistance described under Phase 5: Mandatory Arbitration. I understand that my election is binding for the duration of my employment and after my employment ends.

Employee Signature

Date

If declining coverage by the RGIS Dispute Resolution Program, return this completed form by email to disputeresolutionoffice@rgis.com or by mail to:

RGIS, LLC OFFICE OF DISPUTE RESOLUTION
2000 E. Taylor Rd., Suite 200
Auburn Hills, MI 48326-1771

You must ensure that this Exclusion Form is received by email or postmarked within 60 days of your hire date if you intend to be excluded from the Program. If you do not submit the Exclusion Form within this time period, you will not have another opportunity to exclude yourself from the Program. Please keep a copy of this form for your records.

April 2018
RETURN THIS FORM ONLY IF YOU ARE A NEW HIRE AND EXCLUDING YOURSELF FROM PARTICIPATION IN THE BENEFITS OF THE DISPUTE RESOLUTION PROGRAM
The Five Phases of the Program

Phase 1: Use of the RGIS Open Door Policy

*Employees are encouraged to use the Open Door Policy first because it is quick, easy to use, and allows you to provide feedback.*

What is the Open Door Policy and how does it work? The Company’s longstanding Open Door Policy guarantees that all doors are open to you within the Company to try to resolve any workplace problems without fear of retaliation. This Phase is voluntary. We encourage you to first discuss any problems with your direct supervisor. Your supervisor may already be aware of the problem and be in a position to offer a new perspective or facts that could resolve the problem. Of course, if for any reason you are not comfortable reviewing the problem with your supervisor, you may take the problem to a higher level of leadership.

Is there a time limit? No, there is no time limit to use the Open Door Policy. However, we recommend that you use the Open Door Policy as soon as possible. This is important to enable leadership to conduct any necessary review and to try to resolve the problem quickly and fairly. The longer you wait, the more difficult it may be to resolve the problem.

Phase 2: Review By A Human Resources Representative

HR review offers an additional perspective following investigation of your concerns and can offer solutions to resolve issues.

Which disputes are covered? If you are not satisfied after using the Open Door Policy, you are encouraged to seek review of the matter by a Human Resources Representative. This Phase is also voluntary, and can be used to try to resolve any workplace problem or claim.

How does it work? A Human Resources Representative will talk with you about the problem, either by telephone or in person. The Human Resources Representative will do his or her best to try to help you find a solution. Depending on the situation, the representative may investigate
the facts and recommend a solution to you and the Company, or may recommend that you use or re-try the Open Door Policy or another Phase of the Program, if applicable.

**How do I request it?** You should contact Human Resources directly by calling (800) 521-3102, ext. 5972. You may also send an email to HumanResources@RGIS.com. You can also access the RGIS Business Ethics Hotline on the web at [www.rgis.ethicspoint.com](http://www.rgis.ethicspoint.com) or toll-free at (866) 593-6482. It is best for you to submit your request in writing with the details of the situation explained. However, you may also discuss the situation with a Human Resources Representative in person or by telephone.

**Is there a time limit?** No, there is no time limit for requesting a review by a Human Resources Representative. However, we encourage you to bring any problems forward as soon as possible or within 30 days after completing Phase 1: Open Door Policy. This is important to enable the representative to conduct any necessary review and to try to resolve the problem quickly and fairly. Again, the longer you wait, the more difficult it may be to resolve the problem.

**Is there a cost?** No, there is no cost to you to request a review by a Human Resources Representative.

### Phase 3: Review by a Dispute Resolution Officer

*Review by a Dispute Resolution Officer allows the opportunity for reconsideration and additional review of your concern by an executive trained in the area of dispute resolution.*

**Which disputes are covered?** Complaints which are not resolved through Phase 1 and Phase 2 are covered. If you are not satisfied with the results after using Phase 1 or Phase 2, you are encouraged to seek review of the matter by a Dispute Resolution Officer. This Phase is also voluntary, and can be used to try to resolve any type of workplace problem or claim.
How does it work?  A Dispute Resolution Officer, who will most often be a Senior HR Executive of RGIS, will conduct an investigation of your complaint. A written decision will be issued following completion of the investigation. If you are not satisfied with the results of this Phase, you may choose to proceed to Phase 4 and/or Phase 5.

How do I request it?  You should contact the Office of Dispute Resolution at DisputeResolutionOffice@rgis.com or (800) 521-3102 ext. 4232 and request a Phase 3: Review by a Dispute Resolution Officer Form. The form should be completed by you and submitted back to the Office of Dispute Resolution. The form requests detailed information about your claim so that it can be investigated.

Is there a time limit? No, there is no time limit for requesting a review by a Dispute Resolution Officer. However, we encourage you to bring any problems forward as soon as possible or within 30 days of completing Phase 2. Again, the longer you wait, the more difficult it may be to resolve the problem.

Is there a cost? No, there is no cost to you to request a review by a Dispute Resolution Officer.

Phase 4: Non-Binding Mediation

Which disputes are covered? If you are not satisfied with the results of Phases 1 through 3 of the Program, disputes involving legally protected rights (as defined in Phase 5, below) may be submitted to non-binding mediation. This Phase is also voluntary. However, this Phase can only be used when both you and the Company agree in writing to do so. It is not required that you proceed through Phases 1, 2 or 3 prior to submission of a dispute to mediation. However, the Company may decline to mediate until you have attempted to resolve the dispute through Phases 1, 2 and/or 3.

What is Mediation? Mediation is a meeting in which an independent, impartial third party, called a mediator, helps you and the Company or you and another employee find a solution that satisfies all parties. The
outside perspective offered by a mediator is often all that is needed to resolve disputes. The role of the mediator is to open up communication, develop options, and make suggestions. A participant in mediation is free to accept or reject these suggestions. You remain in control and cannot be forced to accept the mediator’s recommendation. The mediator does not make a judgment regarding the matter, but will instead attempt to find a mutual resolution for the parties. If an agreement is reached, the parties enter into a written settlement agreement.

The mediator will not be affiliated with RGIS. Instead, the mediator will be an independent third party trained and affiliated with the American Arbitration Association (AAA). AAA is an independent public service, nonprofit organization that offers a wide range of independent, unbiased dispute resolution services to private individuals, businesses, and associations. Additional information on AAA may be found online at http://www.adr.org.

**What are the Features of Mediation?**

- **An outside perspective:** A neutral expert offers a new perspective after both sides share their story.

- **Focus:** A trained mediator helps the parties focus on the facts and separate out emotional issues.

- **Maintain control:** You have a lot of input in the mediation process. While a mediator can make recommendations to resolve the issues, the mediator cannot force either party to settle a matter. You retain the ultimate decision about whether or not you are satisfied with the proposed resolution.

- **Quick:** The process is fast and easy to use.

**How does the Mediation process work?**

**Selecting a Mediator:** When you and RGIS agree to mediation, AAA will send you and RGIS a list of professional mediators qualified to hear employment-related disputes. You will have the opportunity to review the
list of potential mediators and, if requested by you from AAA, their biographical information, including education, years of experience and prior involvement with RGIS cases over the last five years. The AAA case administrator will work with you and RGIS in selecting a mediator.

Meeting Site: The mediator determines when and where meetings will be held. Whenever feasible, meetings will be held in a neutral location that is convenient to you.

Mediation Rules: The relevant mediation rules or procedures of AAA will be used in conducting the mediation to the extent such rules are consistent with the Program.

Mediation Process: The mediator conducts a confidential meeting with all parties present, either individually or as a group, to allow each party to state their positions and better understand the situation. You may either represent yourself or be represented by an attorney. If you elect to be represented by an attorney, you must still be present at the mediation. Witnesses are generally not permitted. If the case cannot be settled in mediation, then you or RGIS may elect to proceed to Phase 5: Mandatory Arbitration.

How do I request Mediation? You should contact the Office of Dispute Resolution at DisputeResolutionOffice@rgis.com or (800) 521-3102 ext. 4232. The Dispute Resolution Program Specialist will provide you with a Phase 4: Mediation Request Form. You are required to complete the form and return it to the Office of Dispute Resolution. Your request for mediation will be reviewed by the Company, and a decision will be made as to whether the Company will agree to mediation. You will receive written notification of the Company’s decision. If the Company agrees to mediation, the Dispute Resolution Program Specialist will contact AAA and submit the dispute to mediation. You will receive notification that the matter has been submitted to AAA for mediation.

Is there a cost? No, there is no cost to you to initiate a Mediation Request. RGIS will pay for the cost of the mediation (including administration and mediator fees). However, if you decide that you want an attorney present, you will be responsible for your own attorney’s fees and related expenses. RGIS will pay for its own attorney’s fees as well.
**Is there a time limit?**  No, there is no time limit on when you or the Company can request mediation. However, you are encouraged to request mediation within 30 days of completion of Phase 3: Review by a Dispute Resolution Officer.

**Is the Mediation Confidential?**  Yes. All aspects of any mediation proceedings shall be confidential, and shall not be open to the public unless the parties agree otherwise in writing or the law provides to the contrary.

**Phase 5: Mandatory Arbitration**

If your claim involves a **legally protected right** that was not resolved by one of the other Phases, or if you elect not to proceed with any of the other four Phases, you or RGIS may then proceed with resolution of the dispute through arbitration as set forth in this Program. While it is not required that you progress through the other four Phases of the Program, the Program is designed to include voluntary Phases in order to maximize the possibility of resolution before arbitration. We encourage you to use the other methods described above to achieve resolution prior to initiating arbitration.

**What is Arbitration?**  Arbitration is a process by which your employment-related dispute is presented to an outside, neutral third party, called an arbitrator, for a final decision that is binding on both you and the Company, instead of through a lawsuit in court. The arbitrator makes this decision after you and RGIS present arguments and evidence at an arbitration hearing. The arbitrator runs the proceedings in a private, informal business setting. There is no judge or jury. All arbitrators used in this Program will be AAA arbitrators, unless otherwise agreed to by the parties. Arbitrators will be independent and will not be affiliated with RGIS.

Although arbitration is typically less formal than a court trial, it is an orderly proceeding, conducted in accordance with established rules of procedure and legal principles. If you win, you may be awarded any individual remedy that would be available through a court of law, including penalties, back pay, interest, reinstatement, costs and
attorney’s fees, in conformance with applicable law in the relevant jurisdiction.

**What are the advantages of Arbitration?**

- **Independent third party**: You benefit from the objectivity of an outside, neutral, and expert arbitrator.

- **Full recovery**: An arbitrator can award you any individual remedy that would normally be available through a court of law.

- **Speed**: You resolve your dispute quickly, usually within months instead of years in the court system.

- **Private proceedings**: The arbitration is held in a private office instead of a public courtroom.

- **Safe**: Retaliation is prohibited for bona fide use of any Phase of the Program, including the arbitration Phase.

- **Reimbursed Attorney’s fees**: You may be eligible to receive reimbursement from RGIS for up to $1000 of your attorney’s fees spent in Phase 5: Mandatory Arbitration in a rolling 12 month period.

- **Protection of work relationships**: Arbitration helps to protect work relationships instead of disrupting them.

**What claims are subject to Arbitration?** Except as otherwise stated in this Program, all claims between you and the Company that involve legally protected rights must be resolved in arbitration instead of through a lawsuit in court. In general, claims involving **legally protected rights** mean any claim or dispute that a court (judge or jury) would otherwise decide. This includes any claims, demands and actions related to wages and compensation, reimbursement, breaks and rest periods, employee classification, termination, discrimination, retaliation (including without limitation, retaliation under the Employee Retirement Income Security Act of 1974), harassment and claims under the Civil Rights Act of 1964,
42 U.S.C. § 1981, the Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Genetic Information Non-Discrimination Act, and other federal, state and local regulations, ordinances or statutes. Claims and disputes subject to arbitration also include other legal claims, like torts, unfair competition, misappropriation of trade secrets, wrongful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, violation of public policy and any other cause or action arising out of or relating to employment or the termination of employment. Except as stated in the Class Action Waiver section below, claims concerning application, interpretation and enforcement of the Program are also covered.

These examples are not intended to be all inclusive, and are provided only as an illustration of the kinds of covered disputes that may exist. All covered disputes arising out of or relating to your employment or its termination, whether or not listed here, must be resolved through the Program, unless specifically excluded.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE RGIS EMPLOYEE DISPUTE RESOLUTION PROGRAM IS THE SOLE MEANS OF RESOLVING COVERED EMPLOYMENT-RELATED DISPUTES BETWEEN YOU AND THE COMPANY OR YOU AND ANOTHER EMPLOYEE, INCLUDING BUT NOT LIMITED TO DISPUTES REGARDING LEGALLY PROTECTED RIGHTS SUCH AS FREEDOM FROM DISCRIMINATION, RETALIATION OR HARASSMENT. IN ADOPTING THIS PROGRAM, RGIS ALSO AGREES TO ITS TERMS.

Regardless of any other terms of the Program, a claim may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to adjudicate the claim notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp)
and criminal law enforcement authorities. Nothing herein shall be construed to relieve any party of the duty to exhaust administrative remedies by filing a charge or complaint with an administrative agency and obtaining a right to sue notice. The Company will not retaliate against you for filing a claim or charge with an administrative agency.

**What disputes are not subject to Arbitration?** Any dispute as to which an agreement to arbitrate is prohibited by law is not subject to arbitration under this Program. Additionally, claims pertaining to employee benefit plans subject to separate dispute resolution provisions and/or exhaustion of remedies that would conflict with the Program, including but not limited to any ERISA or disability plan administered by RGIS, claims for workers compensation, and claims for unemployment insurance benefits are not covered under this Program. However, claims for retaliation for filing such claims are subject to arbitration.

**How do I or RGIS start the Arbitration process and is there a time limit?** A demand for arbitration must be in writing and delivered by hand, E-mail, first class mail or fax to the party against which it is filed **within the applicable statute of limitations period.** The demand for arbitration shall state or show that it is a “Demand for Arbitration” at the beginning of the first page and shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and relief or remedy sought in accordance with pleading standards applicable to claims for relief under the Federal Rules of Civil Procedure.

You and the Company are responsible for ensuring the party’s own demand for arbitration is filed and received in a timely manner. Any demand for arbitration made to the Company must be provided to the RGIS Office of Dispute Resolution, Attn: Dispute Resolution Program Specialist, Field Support Center, 2000 E. Taylor Road, Suite 200, Auburn Hills, MI  48326, E-mail: DisputeResolutionOffice@rgis.com. If the Company initiates arbitration against you, it will provide notice to you at your last known address.
If you initiate the arbitration, you must pay a $100 filing fee to AAA. RGIS will then pay the balance of the filing fee. If you fail to pay your portion of the filing fee, the demand could be dismissed.

Once the demand is filed and the filing fee is paid, a case administrator from AAA will contact the parties to begin the arbitration process. The arbitrator shall resolve all disputes regarding whether the demand for arbitration was proper and on time.

**How does the Arbitration work?**

**Selecting an Arbitrator:** The dispute will be heard by one neutral arbitrator. When you or RGIS requests arbitration, AAA will send both you and the Company a list of professional arbitrators and, if requested from AAA by you, their biographical information including education, years of experience and prior involvement with RGIS cases over the last five years. The case administrator will work with you and the Company in selecting an arbitrator. If there is no person on the first list acceptable to both parties, then a second list will be requested from AAA, and the same process will be followed as with the first list. That process will continue again with a third list if the parties cannot reach agreement from the first two lists. If agreement cannot be reached between the parties, AAA will assign an arbitrator.

**Hearing Date and Location:** The parties and the arbitrator will agree to a hearing date. The location of the arbitration, and the hearing, if any, will be conducted in the county where your primary place of employment is or was located, unless the parties agree otherwise.

**Law Applicable to Arbitration:** The Program, these procedures, and any arbitration award that may result from them shall be governed by the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16). To the extent permitted by law, it is the intent of the parties that the FAA shall preempt any conflicting state law.

**Right to Representation:** Both you and the Company shall have the right to be represented by an attorney.
Discovery: Consistent with the expedited nature of arbitration and the needs of the parties, each party may obtain discovery relevant to the covered dispute as follows:

1. Within fourteen (14) calendar days following the appointment of an arbitrator, the parties shall provide each other with copies of all documents upon which they rely in support of their claims or defenses. However, the parties need not provide privileged documents that are protected from disclosure because they involve attorney-client, doctor-patient or other legally privileged or protected communications or materials. Throughout the discovery Phase, each party shall provide the other party with any and all such documents relevant to any claim or defense.

2. Each party may submit one (1) set of twenty (20) interrogatories (including subparts) to the other party. Interrogatories are written questions asked by one party to the other. The recipient must answer under oath. Such interrogatories may include a request for all documents upon which the responding party relies in support of its answers to the interrogatories. Answers to interrogatories must be served within twenty-one (21) calendar days of receipt of the interrogatories.

3. Not less than forty-five (45) calendar days before the date set for the hearing, each party will submit to the other: (1) the names, work or home addresses and job titles of all witnesses the party expects to have testify at the hearing, and if a witness is not an employee of the Company, sufficient identifying information must be supplied as well, and (2) a list of all exhibits and/or documents that the party expects to introduce at the hearing.

4. A party will be entitled to take the deposition of up to three (3) relevant individuals of the party’s choosing. A deposition is a statement under oath that is given by one party in response to specific questions from the other party. A party may not depose any employee of the Company who certifies in writing under oath to the arbitrator that he/she has no direct knowledge of the facts surrounding the dispute.
The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of a transcript.

5. The arbitrator may subpoena witnesses or documents upon the request of any party.

6. All discovery is to be completed at least twenty (20) calendar days before the date set for the hearing. In addition, at the completion of discovery, each party must then, within ten (10) days, supplement its list of witnesses and exhibits, if necessary. If any exhibit or document was not previously produced to the other party, a copy of it also must be produced at this time.

7. The scope and timing of discovery may be expanded, altered, amended or otherwise changed to accommodate the circumstances of a particular arbitration at the discretion of the arbitrator upon request by either party. However, the arbitrator will limit exercise of that discretion by keeping in mind any agreement of the parties and that the purpose of arbitration is speedy and cost-effective resolution of individual disputes.

**Attendance at Hearing:** Witnesses shall testify under oath. Witnesses at depositions and hearings who are employees of RGIS will be permitted to testify without loss of compensation or benefits for time away from scheduled work. The Company retains the right to limit the number of employees who may be absent from work at one time. However, an employee who is a party must use vacation and/or sick time to attend depositions and the hearing. If the employee has no vacation or sick time available, the employee will be permitted to take unpaid time off for the hearing. The employee is not permitted to use work time to prepare for any aspect of the arbitration process.

**Summary Judgment:** The Arbitrator shall consider and timely rule on any motion for summary judgment or summary adjudication, or any pleadings challenge. In determining whether to grant summary judgment or summary adjudication, the arbitrator will apply the law in the same manner as a Federal court would in the same jurisdiction.
Other Procedural Matters: The parties agree to be bound by the Program’s rules for Phase 5: Mandatory Arbitration and the AAA Employment Arbitration Rules and Mediation Procedures (“AAA Rules”). The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. If the terms of this Program are inconsistent with the AAA Rules, the terms of this Program will govern the proceedings. Parties can obtain the AAA Rules discussed in this Program from AAA’s website at www.adr.org or by requesting a copy from the Office of Dispute Resolution at DisputeResolutionOffice@rgis.com or (800) 521-3102 ext. 4232.

The arbitration will only be recorded by a stenographer (or other means) if you or the Company ask to have the arbitration recorded. If both you and the Company request a recording, the cost will be shared equally. Otherwise, the person requesting the recording has to pay the costs. If you or the Company fail to attend a scheduled hearing held as part of the arbitration, the arbitrator may decide the arbitration or any claim or defense without you or the Company.

YOU AND RGIS AGREE TO BRING ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS OR COLLECTIVE BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD OR ARBITRATED AS A CLASS OR COLLECTIVE PROCEEDING, INCLUDING WITHOUT LIMITATION PENDING BUT NOT CERTIFIED CLASS OR COLLECTIVE ACTIONS. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, FOR ANY CLAIM BROUGHT ON A PRIVATE ATTORNEY GENERAL BASIS – I.E., WHERE YOU ARE SEEKING TO PURSUE A CLAIM ON BEHALF OF A GOVERNMENT ENTITY – BOTH YOU AND RGIS AGREE THAT ANY SUCH DISPUTE SHALL BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY (I.E., TO RESOLVE WHETHER YOU HAVE PERSONALLY BEEN AGGRIEVED OR SUBJECT TO ANY VIOLATIONS OF LAW), AND THAT SUCH AN ACTION MAY NOT BE USED TO RESOLVE THE CLAIMS OR RIGHTS OF OTHER EMPLOYEES OR INDIVIDUALS IN A SINGLE OR COLLECTIVE PROCEEDING (I.E., TO RESOLVE WHETHER OTHER EMPLOYEES OR INDIVIDUALS HAVE BEEN AGGRIEVED OR
SUBJECT TO ANY VIOLATIONS OF LAW). The agreements in this paragraph are referred to collectively as the “CLASS ACTION WAIVER”. This Class Action Waiver does not take away or restrict your right to pursue your own individual claims, but only requires that any such claim be pursued in your individual capacity, rather than on a class or collective basis. This Class Action Waiver does not take away or restrict your right to seek relief as a private attorney general on behalf of a government entity but, to the extent permitted by law, requires that such claim in arbitration resolve only whether you personally have been aggrieved or subject to violations of law and not whether individuals other than you have been aggrieved or subject to violations of law.

Disputes regarding the scope, validity and enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. To the extent any portion of the Class Action Waiver is found to be unenforceable, that portion shall be severable and the remainder shall be enforced.

If both the following are applicable - (1) the dispute is filed as a class, collective, representative or private attorney general action and (2) a civil court of competent jurisdiction finds the Class Action Waiver, or portion thereof, unenforceable—the agreement to arbitrate disputes shall not apply to the class, collective, representative and/or private attorney general claims to which the Class Action Waiver was found unenforceable and such claims must be litigated in a civil court of competent jurisdiction. However, this agreement to arbitrate shall continue to apply to any claims to which the Class Action Waiver is enforceable, and those claims shall be arbitrated consistent with the terms of this Program. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court determines that the Class Action Waiver is unenforceable with respect to those claims, the parties agree that the litigation of those claims shall be stayed pending the outcome of the individual claims in arbitration.

Although employees will not be retaliated against or threatened with discipline for exercising rights under Section 7 of the National Labor
Relations Act by the filing of or participation in a class, collective, representative or private attorney general action, RGIS may lawfully seek enforcement of the Program and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of any such class, collective, representative and/or private attorney general actions.

**Arbitrator Authority:** The arbitrator may grant any individual remedy or relief that would have been available to the parties had the matter been heard in court on an individual basis. The arbitrator shall have the authority to award attorneys’ fees as part of the remedy, in accordance with applicable law, to the same extent as would apply in court.

Subject to the applicability of the FAA, as described in the paragraph above titled: Law Applicable to Arbitration, the arbitrator shall be bound by and shall apply the state or federal substantive law that would be applied in the United States Federal circuit in which the dispute arose.

The arbitrator’s award shall be accompanied by a written reasoned opinion signed by the arbitrator. The award shall be final and binding on both the Company and the employee. Any court of competent jurisdiction may enter a judgment on the award. Judicial review shall be limited, as provided by law.

The arbitrator’s award shall have no legal effect on the claims of employees or individuals who were not a party to the arbitration.

**An Arbitrator shall have no authority to hear claims of or award damages to any individual or entity that is not a party to the arbitration proceeding.** Also, an arbitrator shall not have authority to consolidate claims or consider individual claims collectively.

**Fees and Costs:** As previously mentioned, you must pay a $100 filing fee to AAA in order to advance your dispute to arbitration, and any applicable deposition and stenographer costs. You will not be required to pay any more than what you would otherwise be required to pay had the action been brought in court.

You will not be required to pay for other administrative fees or the arbitrator’s fee. RGIS pays the remainder of the filing fee, the arbitrator’s
fee and any administrative expenses. If the arbitrator finds completely in your favor, the Company will reimburse your portion of the filing fee. Administrative and arbitrator fees are not subject to reallocation by the arbitrator except, to the extent permitted by law, upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

The arbitrator shall also have authority to provide for reimbursement of attorney’s fees, in whole or in part, in accordance with applicable law to the same extent as would apply in court.

Reimbursement for Attorneys’ Fees: The Program does not infringe on either party’s right to consult with an attorney at any time. In fact, RGIS will reimburse an employee for legal consultation and/or representation by an attorney of the employee’s choice during Phase 5: Mandatory Arbitration, at a maximum benefit of $1,000 per employee in a rolling 12 month period. The rolling 12 month period for reimbursement is measured backward from the date of the conclusion of the arbitration proceedings. The employee will only be entitled to reimbursement for attorney’s fees upon conclusion of the arbitration and submission of the attorney’s bills for costs of reimbursable legal services. The maximum amount of reimbursement will be $1,000 minus the amount of any reimbursement paid to the employee in the applicable rolling 12 month period. The employee will not be entitled to such reimbursement by RGIS if the arbitrator determines that the arbitration claim was frivolously filed.

Confidentiality: All aspects of any arbitration pursuant to these rules, including the hearing and record of the proceeding, shall be confidential and shall not be open to the public unless both parties agree otherwise in writing or the law provides to the contrary, as determined by the arbitrator. However, this confidentiality provision is not intended to hinder any party’s ability to engage in discovery or otherwise prepare for the arbitration hearing, including gathering information from or contacting witnesses, nor is it intended to hinder any party’s ability to enforce the arbitration award in a court of competent jurisdiction. The arbitrator shall maintain the confidentiality of the arbitration and shall have the authority
to make appropriate rulings to safeguard the confidentiality or make disclosures as provided by law.

Severability: In the event any court finds any portion of this Program to be unenforceable, the unenforceable section(s) or provision(s) will be severed from the rest, and the remaining section(s) or provision(s) will be otherwise enforced as written.

CONCLUSION: A BETTER WAY TO HANDLE DISPUTES

RGIS stands by this Program as a better and more efficient way to handle employment related disputes. We are hopeful that the Program will make resolving workplace related issues easier for all involved.

PLEASE MAKE SURE THAT YOU READ THIS ENTIRE DOCUMENT BECAUSE IT CONTAINS IMPORTANT INFORMATION RELATED TO YOUR LEGAL RIGHTS AND YOU ARE RESPONSIBLE FOR UNDERSTANDING IT.

If you have any questions, you may contact the Office of Dispute Resolution Office at:

RGIS Field Support Center
Office of Dispute Resolution
2000 E. Taylor Road, Suite 200
Auburn Hills, MI 48326
E-mail: DisputeResolutionOffice@rgis.com
(800) 521-3102 ext. 4232 or (248) 221-4232

You can also obtain additional information about AAA by accessing its website at www.adr.org.
Dispute Resolution Program - At a Glance

Phase One
Immediate Supervisor or a higher level of leadership regarding any concern

Phase Two
Contact HR Rep. for review and investigation of any issues related to your employment

Phase Three
Complete and submit Phase 3 Request Form
Issue reviewed by a Dispute Resolution Officer

Phase Four
Submit Phase 4 Request Form
Neutral independent Mediator
Reserved for more serious issues

Phase Five
File Demand within statutory timeframe
Issue handled by independent Arbitrator for final binding arbitration
May be eligible for some legal fee reimbursement

(Phases 1 – 3 are Internal RGIS Processes)
(Phases 4 & 5 are External Methods)