



## DISPUTE RESOLUTION AND MUTUAL AGREEMENT TO BINDING ARBITRATION

**Internal Dispute Resolution.** I acknowledge that raising issues or concerns internally may address my concerns more efficiently. I further acknowledge that Kelly encourages all employees/candidates to approach immediate Kelly supervisors or Kelly managers with any issues or concerns they have and, if the matter is not resolved in a timely or satisfactory fashion by those supervisors or managers, to contact the Kelly Human Resources Knowledge Center or the Kelly Business Conduct and Ethics Reporting Program at <https://secure.ethicspoint.com/domain/media/en/gui/82243/index.html> or 1-877-978-0049.

In the event that these internal dispute resolution procedures do not resolve my issues or concerns informally, and in consideration of my employment/consideration for employment with Kelly and Kelly's mutual promise to arbitrate the categories of claims for relief that fall within the scope of this Agreement, I agree as follows:

**1. Agreement to Arbitrate.** Kelly Services, Inc. and its subsidiaries ("Kelly" or "Kelly Services") and I agree to use binding arbitration, instead of going to court, for any "Covered Claims" that arise between me and Kelly Services, its related and affiliated companies, any current or former employee of Kelly Services or any related or affiliated company and/or its clients or customers. I understand and agree that this Agreement is intended by the parties to be enforceable by me and Kelly, and the rights and obligations under this Agreement directly apply to and benefit me and Kelly Services, Inc. and its subsidiaries, regardless of which of those entities signs this Agreement. This Agreement will survive and apply to any and all periods of employment or re-employment with Kelly Services. This Agreement is not mandatory for people who reside or work in California, and if I work or reside in California, I understand that the decision to sign this Agreement to Arbitrate is entirely my own, and that neither my hiring nor continued employment with Kelly is conditioned upon signing this Agreement to Arbitrate.

**2. Claims Subject to Agreement.** The "Covered Claims" under this Agreement shall include all common-law and statutory claims relating to my employment, including, but not limited to, any claim for breach of contract, unpaid wages, wrongful termination, and for violation of laws forbidding discrimination, harassment, and retaliation on the basis of race, color, religion, gender, age, national origin, disability, and any other protected status. **I understand and agree that arbitration is the only forum for resolving Covered Claims, and that both Kelly Services and I hereby waive the right to a trial before a judge or jury in federal or state court in favor of arbitration for Covered Claims.**

**3. Exclusions from Agreement.** The Covered Claims under this Agreement do not include claims for employee benefits pursuant to Kelly Services' ERISA plans, worker's compensation claims, unemployment compensation claims, unfair competition claims, and solicitation claims. Any claim that cannot be required to be arbitrated as a matter of law also is not a Covered Claim under this Agreement. Furthermore, nothing in this Agreement prohibits me or Kelly Services from seeking emergency or temporary injunctive relief in a court of law in accordance with applicable law (however, after the court has issued a ruling concerning the emergency or temporary injunctive relief, both I and Kelly Services are required to submit the dispute to arbitration pursuant to this Agreement). I also understand that I am not barred from filing an administrative charge with such governmental agencies as the National Labor Relations Board ("NLRB"), the Department of Labor ("DOL"), and the Equal Employment Opportunity Commission ("EEOC") or similar state agencies.

**4. Arbitration Rules.** Arbitration under this Agreement shall be on an individual basis before a single arbitrator in the county in which the dispute arose (unless the parties mutually agree otherwise). The employment dispute resolution rules of the American Arbitration Association ("AAA") effective at the time of filing will apply, a copy of which is available at all times on MyKelly.com or upon request from your Kelly Representative. This Agreement shall be governed by the Federal Arbitration Act<sup>1</sup>. The Arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to applicable law.

**5. Choice of Law.** Both Kelly Services and I agree that any disputes related to my employment relationship with Kelly Services shall be governed by the laws of the State of Michigan (the location of Kelly's world headquarters), regardless of conflicts of law principles.

**6. Limitations on Actions.** Kelly Services and I agree to bring any claims that each party may have against the other within 300 days of the day that such party knew, or should have known, of the facts giving rise to the cause of action, and the parties mutually waive any longer, but not shorter, statutory or other limitations periods. This waiver includes, but is not limited to, the initial filing of a charge with the Equal Employment Opportunity Commission and/or state equivalent civil rights agency. However, I understand that I will thereafter have the right to pursue any federal claim in the manner prescribed in any right to sue letter that is issued by an agency.

**7. Confidentiality of Proceedings.** All arbitration proceedings are confidential, unless applicable law provides otherwise. The arbitrator shall maintain the confidentiality of the arbitration to the extent the law permits, and the Arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality.

**8. Waiver of Class and Collective Claims.** Both Kelly Services and I also agree that all claims subject to this agreement will be arbitrated only on an individual basis, and that both Kelly Services and I waive the right to participate in or receive money or any other relief from any class, collective, or representative proceeding. No party may bring a claim on behalf of other individuals, and no arbitrator hearing any claim under this agreement may: (i) combine more than one individual's claim or claims into a single case; (ii) order, require, participate in or facilitate production of class-wide contact information or notification of others of potential claims; or (iii) arbitrate any form of a class, collective, or representative proceeding.

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<sup>1</sup> For California employees/candidates, both the Federal Arbitration Act and the California Arbitration Act will govern.

**9. Special Procedure for Mass Arbitration.** If within any 90-day period, the number of Substantially Related Demands (defined below) submitted in total in all arbitration forums ("Mass Arbitration Portfolio") is at least 20, Kelly Services may elect in its sole discretion to require the Mass Arbitration Portfolio to be resolved in accordance with the following "Mass Arbitration Procedure."

Three of the Demands in the Mass Arbitration Portfolio, one selected by the Claimants, one selected by the Respondent(s) and one selected randomly by the Arbitration Administrator, shall be designated "Test Cases" and resolved through final and binding individual arbitration on an expedited schedule determined by the Arbitration Administrator. If Claimants cannot agree among themselves or Respondent(s) cannot agree among themselves how to exercise their respective rights to select a Demand for designation as a Test Case, the Arbitration Administrator shall make the selection(s). If any Test Case is terminated prior to a final adjudication on the merits, the party that selected that Test Case may promptly designate a replacement Test Case. While the Test Cases are being arbitrated, the remainder of the Mass Arbitration Portfolio shall be stayed, and no arbitration fees or arbitrator compensation shall be billed or considered due for the stayed claims. Kelly Services and I agree that such a stay is in our mutual interest because it will tend to reduce the time and expense necessary to resolve such claims.

After the Test Cases have been resolved, all parties shall participate in good-faith in mediation of the Mass Arbitration Portfolio with a mediator agreed on by the parties or assigned by the Arbitration Administrator. Unless the parties agree otherwise, Respondent(s) shall pay the mediator's compensation and any fees charged by the mediator or the Arbitration Administrator to arrange the mediation. Within 10 days after the mediator or the Arbitration Administrator notifies the parties that the mediation has concluded, any party may remove any one or more unresolved cases in the Mass Arbitration Portfolio from arbitration by so notifying the opposing party in writing, and upon such notice, the affected Claimant may file the claim(s) in a state or federal court of competent jurisdiction on an individual basis. Any case not so removed from arbitration shall proceed as an ordinary arbitration Demand in accordance with the Arbitration Rules and this Policy.

For purposes of this Mass Arbitration Procedure, "Substantially Related Demands" shall mean: all Demands against Employer and/or any Key Third Party that are: (a) based on a substantially similar legal theory; (b) based on substantially similar factual allegations; (c) filed by parties represented by the same counsel; and/or (d) filed as part of a coordinated campaign. In addition, if a Demand is submitted to arbitration while a Mass Arbitration Portfolio is being resolved and the Demand would have been within the Mass Arbitration Portfolio if filed earlier, the Demand shall be treated as within the Mass Arbitration Portfolio and shall be stayed during arbitration of the Test Cases and subsequent mediation and otherwise resolved in accordance with the Mass Arbitration Procedure.

If all of the Test Cases in a Mass Arbitration Portfolio are resolved in favor of the Respondent(s), a Claimant who thereafter continues to pursue a Substantially Related Demand in arbitration shall be responsible for the Respondent's subsequently incurred attorney's fees and costs, to the extent consistent with Rule 11 of the Federal Rules of Civil Procedure, 29 U.S.C. § 1927, or analogous applicable state rule or statute relating to frivolous claims. Likewise, if all of the Test Cases in a Mass Arbitration Portfolio are resolved in favor of the Claimants, a Respondent who thereafter continues to resist liability in a Substantially Related Demand in arbitration shall be responsible for the Claimant's resulting, subsequently incurred attorney's fees and costs, to the extent consistent with Rule 11 of the Federal Rules of Civil Procedure, 29 U.S.C. § 1927, or analogous applicable state rule or statute relating to frivolous claims or defenses.

Kelly Services and I mutually recognize that this Mass Arbitration Procedure is in their mutual interest because it allows for the potential resolution of the claims of many individuals, while minimizing duplication of efforts by Claimant(s), Respondent(s), or their respective counsel, and any delay in the adjudication in any one Claimant's claim in a Mass Arbitration Portfolio is a reasonable exchange for the prospect of that Claimant being able to recover on such claim without incurring material litigation-related effort or expense. Kelly Services and I further recognize that a Respondent's invocation of this Mass Arbitration Procedure shall not be a suggestion or concession that the claims included in a Mass Arbitration Portfolio are appropriate for aggregation on any basis in any court including under Federal Rule of Civil Procedure 23 or its state analogues, or as claims of "similarly situated" individuals for purposes of 29 U.S.C. § 216(b).

**10. Special Procedure for Small Claims.** If an arbitration demand states that the amount of money sought is less than \$5,000, Kelly Services or I may (but shall not be obligated to) elect, by so notifying the other party(ies) within 30 days after receipt of a Demand (or if the Demand is part of a Mass Arbitration Portfolio but remains unresolved after mediation, within 30 days after mediation), to require the matter to be arbitrated using the following streamlined arbitration procedures: discovery for each side limited to one deposition of up to four hours and 15 document requests (without subparts); hearing limited to eight total hours, to occur by video unless the parties otherwise stipulate; no pre or post-hearing briefs; arbitrator's award and written decision limited to 3 pages. Notwithstanding the foregoing, the streamlined procedures described in this paragraph will not apply to any Demand that is designated as a Test Case.

**11. Arbitration Fees and Costs.** I understand Kelly Services shall pay all costs uniquely attributable to arbitration, including the administrative fees and costs of the arbitrator. Each side shall pay its own costs and attorneys' fees, if any, unless the Arbitrator rules otherwise. If the applicable law affords the prevailing party attorney fees and costs, then the Arbitrator shall apply the same standards that a court would apply to award such fees and costs.

**12. Arbitrator.** The parties agree that the Arbitrator shall be either a retired judge or an attorney who is experienced in employment law and licensed to practice law in the state where the arbitration will be held. The AAA rules shall govern selection of the Arbitrator.

**13. Motions and Discovery.** Notwithstanding any AAA rules to the contrary, either party shall have the right to file Motions to Dismiss and Motions for Summary Adjudication / Judgment. The Federal Rules of Evidence shall apply to all arbitration proceedings under this Agreement. The Code of Civil Procedure for my state of residence shall apply to all discovery requests and proceedings under this Agreement.

**14. Arbitrator's Award.** Regardless of the Arbitrator selected, the Arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. Judgment on the award may be entered in any court having jurisdiction over the matter.

**15. No Retaliation.** I understand that I may have a statutory right (*e.g.*, under the National Labor Relations Act) to act concertedly on behalf of myself and others to challenge this Agreement in any forum, and that if I act concertedly to pursue any such proceeding Kelly Services will not retaliate against me for doing so. I also understand that Kelly Services may seek to enforce this Agreement, including my agreement to arbitrate all claims and my agreement to forego pursuing any claim on a class, collective or representative basis, and may assert this Agreement as a defense in any proceeding.

**16. At-Will Employment.** I further understand that this Agreement is not a contract of continued employment, and that Kelly Services' policy is employment at will, which permits either me or Kelly Services to terminate the employment relationship at any time, with or without cause or advance notice.

**17. Modification and Revocation.** This Agreement can be revoked or modified only by a writing signed by me and an authorized representative of Kelly Services, referencing this Agreement and stating an intent to revoke or modify it. I understand that this Agreement shall survive the termination of my employment and that, should Kelly Services rehire me at any time subsequent to any termination of my employment, this Agreement shall remain in full effect for subsequent periods of employment.

**18. Savings Clause & Conformity Clause.** If any provision of this Agreement is determined to be unenforceable or in conflict with a mandatory provision of applicable law, it shall be construed to incorporate any mandatory provision and/or the unenforceable or conflicting provision shall be automatically severed and the remainder of the Agreement shall not be affected. Provided, however, that if all or part of the Waiver of Class and Collective Claims is found to be unenforceable, then any claim(s) brought on a class, collective or representative action basis must be filed in a court of competent jurisdiction, but any portion of the Waiver of Class and Collective Claims that is enforceable shall be enforced in arbitration.

**19. Headings.** The headings in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

**20. Acknowledgement.** I acknowledge that I have carefully read this Agreement, that I understand its terms, and that I have entered into the Agreement voluntarily and not in reliance on any promises or other representations by Kelly Services.

**This Agreement is not mandatory for people who reside or work in California, and if I work or reside in California, I understand that the decision to sign this Agreement to Arbitrate is entirely my own, and that neither my hiring nor continued employment with Kelly is conditioned upon signing this Agreement to Arbitrate.**

**EMPLOYEE/CANDIDATE**

**KELLY SERVICES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date