

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is entered between the Company¹ and its applicant/associate (“Associate”) (collectively, the “Parties”).

The Parties recognize that disputes may arise between them. By entering into this Agreement, the Parties anticipate gaining the benefits of individual arbitration as a final and binding dispute-resolution procedure.

Nothing contained in this Agreement shall be construed to prevent Associate (individually or in concert with others) or the Company from utilizing the Company’s existing internal procedures for resolution of complaints.

1. **Agreement to Arbitrate:** Except as otherwise provided in this Agreement, the Parties agree to resolve by arbitration all claims or controversies arising out of or related to Associate’s application for employment, offer or denial of employment, prospective employment, employment or its termination, and/or related to or arising out of acts or omissions occurring on Company’s premises, at Company events or on Company travel, that the Company may have against Associate or that the Associate may have against any of the following: (1) the Company, (2) its officers, directors, employees, or agents, (3) the Company’s benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates, and agents, and/or (4) all successors and assigns of any of them; and, where Associate asserts a claim against any Company officer, director, employee or agent (“co-defendant”), claims that any such co-defendant may have against Associate. Each of the individuals/entities listed above may enforce this Agreement.

2. **Covered Claims:** Claims subject to arbitration include, but are not limited to, claims for: overtime, misclassification as to exempt status, breaks, meal periods, expense reimbursement, off the clock work, wages, or other compensation; work conditions, including seating; breach of contract or covenant (express or implied); torts (including without limitation defamation related to the application process or during or after employment with the Company); wrongful termination; retaliation or discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition); intellectual property, confidential information, or trade secrets; all employment related laws including, but not limited to, Title VII, the Fair Labor Standards Act, the Family and Medical Leave Act, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974 (“ERISA”) (except for claims for employee benefits under any benefit plan sponsored by the Company to the extent applicable plan documents set forth a different

¹ “The Company” or “Dollar Tree” means Dollar Tree, Inc. and any of its direct or indirect subsidiaries organized under the laws of the United States or a state or jurisdiction of the United States that employs Associate, including but not limited to Dollar Tree Stores, Inc., Dollar Tree Distribution, Inc., Dollar Tree Management, Inc., Greenbrier International, Inc. or Family Dollar Stores, LLC., and its subsidiaries,

procedure for resolution of those claims), and any other claims arising under any federal, state or local statute, ordinance, regulation, public policy or common law (except as provided below). If Associate works in Texas or any other state where the Company does not participate in the workers' compensation system, all legal and equitable claims relating to on-the-job injuries are covered by this Agreement.

Notwithstanding any arbitration rule or other provision or presumption of law, a court of competent jurisdiction (and not an arbitrator) shall resolve any dispute over the formation, validity, unconscionability, or enforceability of this Agreement.

3. **Claims Not Required to be Arbitrated Under This Agreement:** This Agreement expressly does not require arbitration of:

- a. Claims for workers' compensation or unemployment compensation benefits; however, claims for discrimination or retaliation based on seeking such benefits are subject to arbitration, except in states in which an administrative agency by law adjudicates such claims;
- b. Claims that, as a matter of law (after application of Federal Arbitration Act ("FAA") preemption principles), may not be subject to pre-dispute arbitration agreements, such as certain claims under the Sarbanes-Oxley Act and the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act;
- c. Claims within the jurisdiction of, and that could be presented on an individual basis to, a small-claims court of the state in which Associate sought employment, is or was last employed by the Company, whichever is later;
- d. Claims for employee benefits under any benefit plan sponsored by the Company and covered by ERISA to the extent applicable plan documents set forth a different procedure for resolution of those claims; and
- e. Claims for employee benefits under any benefit plan sponsored by the Company and funded by insurance.

Regardless of any other terms of this Agreement, a claim may be brought before (and recovery awarded by) a federal, state or local administrative agency if applicable law permits the agency to adjudicate the claim. Such administrative claims include, without limitation, claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, or the National Labor Relations Board. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

4. **Injunctive Relief:** Regardless of any other terms of this Agreement, either party may seek temporary injunctive relief in aid of arbitration, where available by law, in a court of competent jurisdiction. If at any time the Arbitrator or Arbitration Administrator fails to enforce the terms of this Agreement, either Party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall be automatically stayed pending the outcome

of that proceeding.

5. **Waiver of Class and Collective Actions:** Arbitration shall occur on an individual basis only. To the maximum extent permitted by law, Associate and the Company waive the right (in any forum) to initiate, participate in, or recover through, any class, collective or representative action. For avoidance of doubt, an arbitrator shall not have authority to adjudicate a class, collective or representative action. Nothing in this Agreement, however, prohibits Associate from initiating, or recovering in an individual arbitration, a claim under the Labor Code Private Attorneys General Act or similar statute, including representing (and recovering on its behalf) a governmental entity's interest in that individual claim.

6. **Time Limits for Initiating Arbitration:** The Parties agree that written notice initiating arbitration (a "Demand for Arbitration") must be provided to the other Party no later than the expiration of the applicable statute of limitations. Otherwise, the claim shall be deemed waived to the same extent as would be the case in a court of law. The initiating Party is encouraged to give written notice of any claim as soon as possible after the event in dispute so that arbitration may take place promptly.

7. **Required Notice of All Claims:** If initiated by Associate, the Demand for Arbitration, or any counterclaim, shall be sent by certified or registered mail, return receipt requested to the Company at the following address: Dollar Tree Arbitration Program c/o the Chief Legal Officer, 500 Volvo Parkway, Chesapeake, VA 23320.

If Associate initiates arbitration against a former officer, director, employee or agent of Company, then, in sending the Demand for Arbitration to such individual, Associate must follow procedures for serving a lawsuit in accordance with the laws of the state in which Associate's claim arose.

If initiated by the Company, the Demand for Arbitration, or any counterclaim, shall be sent by certified or registered mail, return receipt requested to Associate at the last address recorded in Associate's Company profile.

The Demand for Arbitration shall be signed by the initiating Party, identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought, including the monetary value of the amount in controversy. Any request for injunctive relief, declaratory relief, or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive or declaratory relief seeks the payment of money. A Demand for Arbitration form can be found at www.dtarbitration.com.

8. **Arbitration Procedures:**

- a. After the Company's receipt of a Demand for Arbitration, the Parties will discuss whether to participate in a pre-arbitration mediation, using a mutually-selected mediator. If the Parties agree to mediate, such mediation will be held

promptly. The Parties agree that mediation is encouraged as an initial step in this dispute-resolution process, but participation in mediation is entirely voluntary.

- b. If the Parties choose not to participate in pre-arbitration mediation or if the mediation is unsuccessful in resolving all of the Parties' claims, Associate and the Company will meet and confer to select an Arbitration Administrator (or arbitral forum) or may select an individual arbitrator and forego an Arbitration Administrator.
- c. Unless the Parties agree otherwise, the Arbitration shall be conducted before a single arbitrator, who shall be either (1) a retired federal or state judicial officer who presided in the state where the arbitration is to be convened, or (2) an attorney whose past and/or current legal practice outside of arbitration and mediation includes, in substantial part, employment law or the relevant subject matter of the dispute and who is licensed to practice law in the state in which the arbitration is convened (the "Arbitrator").
- d. If the Parties cannot agree on an arbitral forum or Arbitrator, 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.
- e. The arbitration shall be held in accordance with this Agreement.
- f. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose and/or federal law as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies.
- g. The Federal Rules of Evidence shall apply, and a link to these rules can be found at www.dtarbitration.com.
- h. The Arbitrator shall entertain dispositive motions, including but not limited to a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure, and a link to these rules can be found at www.dtarbitration.com.
- i. Either Party upon its request shall be given leave to file a post-hearing brief.
- j. The Arbitrator shall render an award and written opinion in the form typically rendered in labor and employment arbitrations, normally no later than thirty (30) days from the date the arbitration hearing concludes or post-hearing briefs (if requested) are received, whichever is later. The opinion shall include the essential factual and legal basis for the award. Any Party may bring an action in any court of competent jurisdiction to compel arbitration

under this Agreement, as well as to enforce, confirm, modify, correct, or vacate an arbitration award as provided by law.

9. **Good Faith and Offer of Judgment:**

- a. Good Faith: The Parties agree that all proceedings brought under this Agreement shall be brought in good faith. By presenting a Demand for Arbitration, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—the Party and the Party’s representative agree that the requirements of Federal Rule of Civil Procedure 11 shall apply to them and that the arbitrator has the authority to and may impose sanctions to the same extent that a court may for violations of Rule 11.
- b. Offer of Judgment: Federal Rule of Civil Procedure 68 shall apply to any offer of judgment made in or before any arbitration proceeding brought in connection with this Agreement.

10. **Representation:** Any Party may be represented by an attorney in arbitration.

11. **Consolidation:** Claims made by different Associates shall not be consolidated in arbitration under any circumstance unless expressly agreed to in writing by all the Parties.

12. **Discovery and Subpoenas:** Each Party shall have the right to propound written discovery requests and to take depositions of fact and expert witnesses. Unless the Parties agree otherwise, the amount and nature of discovery will be determined by the Arbitrator based on the facts and circumstances of the case and on what the Arbitrator finds is necessary to fairly arbitrate the dispute, taking into account the Parties’ desire to have a fast and relatively inexpensive dispute-resolution mechanism. All Parties shall have the right to subpoena witnesses and documents to the extent allowable by law, subject to any limitations the Arbitrator imposes for good cause shown.

13. **Place of Arbitration:** The arbitration shall take place in the county (or comparable governmental unit) in which Associate sought employment, is or was last employed by the Company, whichever is later, unless all Parties otherwise agree in writing.

14. **Arbitration Fees and Costs:** The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator and arbitration forum; provided, however, that if Associate is the Party initiating the claim, Associate will contribute the lesser of the filing fee required by the arbitral forum or the filing fee to initiate a claim in the court of general jurisdiction in the state in which Associate sought employment, is or was last employed by the Company, whichever is later, with the Company making up the difference.

Each Party shall pay in the first instance its own litigation costs and attorneys’ fees, if any. However, if any Party prevails on a claim which affords the prevailing Party attorneys’ fees and litigation costs, or if there is a written agreement providing for attorneys’ fees and/or litigation costs, the Arbitrator shall rule upon a motion for attorneys’ fees and/or litigation costs under the

same standards a court would apply under the law applicable to the claim(s) at issue.

15. **Governing Law:** The Parties agree to the maximum extent permitted by law, the Federal Arbitration Act, 9 U.S.C. section 1, et seq., shall govern the interpretation and enforcement of this Agreement and shall govern all proceedings relating to this Agreement. If for any reason the FAA does not apply, then the law of arbitration of the state in which Associate applied for work or worked for the Company (whichever is later), shall apply.

16. **Interstate Commerce:** Associate agrees that the Company is engaged in transactions involving interstate commerce and that Associate's application for and/or employment is related to such interstate transactions.

17. **Survival:** This Agreement shall survive the termination of Associate's application for employment, employment and the expiration of any benefit plan.

18. **At Will Employment:** This Agreement does not create a promise of employment for any period of time. Associate understands that, if employed, he or she is and will remain employed "at will" and that Associate or the Company may terminate Associate's employment at any time.

19. **Entire Agreement:** This Agreement is the full and complete agreement relating to the formal resolution of disputes between the Parties. No Party is relying on any representations, oral or written, relating to the subject matter of this Agreement, except as specifically set forth in this Agreement.

20. **Construction and Severability:** If any provision of this Agreement is adjudged to be void, voidable, or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement, and all other provisions shall remain in full force and effect based on the Parties' mutual intent to create a binding agreement to arbitrate their disputes.

21. **Consideration:** The promises by the Company and by Associate to arbitrate disputes, rather than litigate them before courts or other bodies, provide consideration for each other. In addition, the Company's consideration of the employment application of Associate, any offer of employment by the Company to Associate, and any employment pursuant to that offer, is conditioned on and made in consideration of this Agreement.

22. **Electronic Signatures:** The Parties agree that their electronic signatures, whether digital or encrypted, are intended to authenticate their agreement to this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

ASSOCIATE ACKNOWLEDGES THAT ASSOCIATE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT ASSOCIATE HAS ENTERED


INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

ASSOCIATE FURTHER ACKNOWLEDGES THAT ASSOCIATE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH ASSOCIATE'S PRIVATE LEGAL COUNSEL AND HAS DONE SO TO THE EXTENT ASSOCIATE WISHES.

THE PARTIES UNDERSTAND THAT (EXCEPT AS PROVIDED ABOVE) THEY ARE GIVING UP THE RIGHT TO A TRIAL IN COURT WITH A JUDGE OR JURY AS TO CLAIMS COVERED BY THIS AGREEMENT.

This Agreement is made by the Parties:

DOLLAR TREE, INC.

By: 
Rick Dreiling
CEO

By: _____
ASSOCIATE (electronically signed)