



MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement (“Agreement”) is between Temporary Worker (“Worker”), on the one hand, and Company¹ and GuideSoft, Inc. dba Knowledge Services (“Employer”), on the other hand. The Company and Employer are collectively referred to as “Companies”. This Agreement is enforceable under and subject to the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*). All disputes covered by this Agreement will be decided by a single neutral Arbitrator through final and binding arbitration and not by way of court or jury trial.

1) **CLAIMS COVERED BY THE AGREEMENT:** Except as otherwise provided in Section 2 below, Companies and Worker agree to resolve all disputes or claims past, present, or future, that otherwise would be resolved in a court of law, by final and binding arbitration. This Agreement applies to any Covered Dispute (as defined below) that Companies may have against Worker or that Worker may have against the Company and/or Employer, and/or any of their: officers, directors, employees, or agents; parents, subsidiaries, and affiliates; future affiliates; and successors or assigns; each and all of which may enforce this Agreement. The term “Covered Dispute” is intended to be as broad as legally permissible, and, except as otherwise provided in Section 2 below, includes, without limitation, disputes and claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of duty, privacy, copyright, trademark or patent infringement, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation or any monies claimed to be owed, benefits, expense reimbursement, meal breaks and rest periods, termination of the employment relationship and/or assignment, misclassification claims, tort claims, common law claims, equitable claims, claims for penalties, claims arising out of or related to any Confidentiality Agreement, Master Services Agreement, project document, statement of work and any other agreement (regardless of its name or title) between Worker and the Company and/or Employer (collectively “Worker Agreements”), and any and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

2) **EXCLUDED DISPUTES AND OTHER LIMITATIONS ON THE SCOPE OF THIS AGREEMENT:**

- A. **EXCLUDED DISPUTES.** The following claims are not covered under this Agreement: (i) claims for workers’ compensation benefits, state disability insurance or unemployment insurance benefits; (provided that it does apply to discrimination or retaliation claims based upon seeking such benefits); (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974; (iii) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act or other controlling federal statutes expressly bar from the coverage of arbitration agreements; and (iv) representative actions for civil penalties filed under the California Private Attorneys General Act (“PAGA”), which may only be maintained in a court of competent jurisdiction, and Worker and Companies agree any such action should be stayed pending the outcome of any claims that are subject to arbitration; however, should applicable law change in the future to allow PAGA waivers, this Section 2(A)(iv) exclusion will not apply, and the representative action waiver in Section 4 below will apply. A Worker may choose to exclude from this Agreement claims of sexual harassment or sexual assault, whether brought on an individual basis or as a named representative of a class or in a collective action. A Worker also can choose to arbitrate these claims under this Agreement.
- B. **GOVERNMENT FILINGS AND ACTIONS.** Nothing in this Agreement prevents Worker or Companies from making a report to, or filing a claim or charge with, a governmental agency, including, without limitation, Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Securities and Exchange Commission, Occupational Safety and Health Administration, or law enforcement agencies. Nothing in this Agreement prevents the investigation by a government agency of any Covered Dispute. Nothing in this Agreement prevents or excuses Worker or Companies from exhausting administrative remedies by filing any charges or complaints required by any governmental agency before bringing a claim in arbitration. Companies will not retaliate against Worker for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under the National Labor Relations Act. This Agreement does not prevent or prohibit Worker in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.
- C. **INJUNCTIVE RELIEF.** Worker or Company and/or Employer may apply to a court of competent jurisdiction for provisional remedies including, without limitation, temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law. Any such application shall not be deemed incompatible with or waiver of this Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable

¹ The term “Company” refers to Mattel, Inc., and all of its subsidiaries and affiliates, including, without limitation, (a) Mattel HQ, Inc., Mattel Sales Corp., American Girl Brands, LLC, American Girl Retail, Inc., Fisher-Price, Inc., HiT Entertainment, Inc., and Mega Brands, Inc., and all of their subsidiaries and affiliates, and (b) any such entity that from time-to-time may be the direct or indirect employer of, or in contract with, Worker.

controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

3) **ARBITRATION PROCEDURES:** Except as otherwise provided in this Agreement, the arbitration shall be conducted under the JAMS Employment Arbitration Rules & Procedures (“JAMS Rules”) then in effect. A copy of the JAMS Rules will be provided upon request by local Human Resources Business Partners or can be accessed directly at the JAMS website currently at www.jamsadr.com/rules-employment. Unless the parties jointly agree otherwise, (a) the Arbitrator must be a retired judge, and (b) the arbitration will take place in or near the city and in the state where Worker is currently employed or providing services or was last employed or providing services for Companies.

The Arbitrator will be selected as follows: JAMS will give each party a list of nine potential arbitrators (who are subject to the qualifications listed above) drawn from its panel of arbitrators. The parties will strike names alternately from the list of common names by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one remains. That person will be designated as the Arbitrator. If the person selected cannot serve, JAMS will repeat the alternate striking selection process.

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. The Arbitrator shall apply the statute of limitations that would have applied if the claims had been brought in court. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file a motion to dismiss and/or a motion for summary judgment. The Arbitrator’s award will be in writing and include the factual and legal basis for the award. Judgment on the award issued by the Arbitrator may be entered in any court of competent jurisdiction.

4) **CLASS ACTION WAIVER:** Companies and Worker agree to bring and pursue any claim on an individual basis only. Accordingly, Companies and Worker waive any right for any dispute or claim to be brought, heard, decided, or arbitrated as a class, collective, or representative action (subject to Section 2(A)(iv) above), and the Arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). In the event a final judicial determination is made that the Class Action Waiver, or any portion of it, is unenforceable and that a class, collective, or representative action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class, collective, or representative action and any class, collective, or representative action must be brought in a court of competent jurisdiction—not in arbitration.

5) **DISCOVERY AND SUBPOENAS:** Worker and Companies may, without leave of the Arbitrator: (a) take the deposition of three individual fact witnesses and any expert witness designated by the other party; (b) serve requests for production of documents and twenty-five interrogatory requests to the other party; and (c) 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 has the exclusive authority to grant requests for additional discovery, based on the Arbitrator’s determination that additional discovery is warranted.

6) **ARBITRATION FEES AND COSTS:** Companies and Worker shall be responsible for their respective initial filing fees, but Worker will not be responsible for any portion of the initial filing fee in excess of fees applicable to court actions in the jurisdiction where the arbitration will be conducted. Companies shall pay any remaining portion of Worker’s initial filing fee and all costs and expenses unique to arbitration, including the Arbitrator’s fee. Each party will pay for its own costs and attorneys’ fees, if any, except that the Arbitrator may award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

7) **ENTIRE AGREEMENT AND CONSTRUCTION:** This is the complete agreement of the parties about arbitration of all disputes and claims covered by this Agreement. This Agreement amends and/or modifies, and/or takes priority over any contrary language, if any, in any agreements between Worker and Company and/or Employer that require a venue contrary to this Agreement for any dispute covered by this Agreement. Worker and Companies expressly agree that any disputes arising out of or related to any Worker Agreements will be resolved in accordance with this Agreement. In all other respects, all Worker Agreements (including, without limitation, confidentiality agreements) will remain in full effect and will apply according to their terms. This Agreement will survive the termination of Worker’s employment and/or assignment and the expiration of any employee or other benefits. If any provision of this Agreement is adjudged to be unenforceable, in whole or in part, it shall be severed. All remaining provisions will remain in full force and effect. This Agreement does not alter the “at-will” status of Worker’s employment and/or assignment.

In addition, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute or claim relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to the Class Action Waiver, and notwithstanding any other clause or language in this Agreement and/or the JAMS Rules (or any amendments to the

JAMS Rules), any claim that the Class Action Waiver is unenforceable, inapplicable, unconscionable, or void, shall be determined only by a court of competent jurisdiction and not by an Arbitrator.

I HAVE READ AND AGREE TO THE MUTUAL ARBITRATION AGREEMENT, AND COMPANIES AND I AGREE TO ARBITRATE CLAIMS COVERED BY THE MUTUAL ARBITRATION AGREEMENT. I ALSO AUTHORIZE THE USE OF AN ELECTRONIC MEANS OF ACCEPTANCE ("ELECTRONIC SIGNATURE") AND UNDERSTAND AND ACKNOWLEDGE THAT MY ELECTRONIC SIGNATURE IS INTENDED TO SHOW MY AGREEMENT AND ACCEPTANCE AND IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE.

Sign Here: *Elizabeth R. Motel*
Elizabeth R. Motel (Oct 26, 2022 13:39 PDT)

Print Name: Elizabeth R. Motel

Insert Date: Oct 26, 2022

AGREED BY EMPLOYER: *Meaghan Emery*
Meaghan Emery, VP of Human Resources

AGREED BY COMPANY: *Amanda Thompson*
Amanda Thompson, EVP & Chief People Officer