

ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS IN ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS OR REPRESENTATIVE ACTIONS. YOU MUST FOLLOW THE INSTRUCTIONS IN SECTION (K) TO REJECT THIS ARBITRATION AGREEMENT IF YOU DO NOT AGREE.

(A) Parties to this Arbitration Agreement: This Arbitration Agreement is between the Company and each of its Covered Employees or Applicants, and is intended to benefit Related Parties, as each of those terms is defined below:

- (1) **Company:** The term “Company” means the Davey Tree Expert Company and its past, present, and future parents, subsidiaries, and affiliates, as well as any successors or assigns of any of those entities.
- (2) **Covered Employees or Applicants:** The term “Covered Employees or Applicants” means all non-union employees of the Company and all applicants for any job with the Company.
- (3) **Related Parties:** The term “Related Parties” means the Company’s officers, directors, employees, agents, benefit plans, benefit plan sponsors, fiduciaries, and administrators, as well as the heirs, trustees, representatives, or family members of Covered Employees or Applicants.
- (4) **Claim:** The term “Claim” means any claim, dispute or controversy between the Company and/or its Related Parties, on one hand, and Covered Employees or Applicants or their Related Parties, on the other hand.

(B) Claims Subject to Arbitration: Except as specified in Section (B), any Claim that arises out of or relates to the employment or benefits of a Covered Employee or Applicant must be arbitrated. This agreement to arbitrate is intended to be broadly interpreted. It includes but is not limited to:

- Claims arising out of or relating to employment, the conditions or termination of employment, an application for employment, or to promotions, demotions, suspensions, or disciplinary actions;
- Claims arising out of or relating to wages, benefits, or other compensation;
- Claims asserting a breach of any contract or covenant (express or implied) or the commission of a tort, (e.g., negligence and intentional torts);
- Claims asserting a breach of, or failure to follow, a benefit plan, trust agreement, or trust;

- Claims concerning discrimination, harassment, or retaliation (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, disability, or any other trait or characteristic, and claims based whistle-blower activity or engaging in protected activity);
- Claims asserting a violation of Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Employment Retirement Income Security Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Worker Adjustment And Retraining Notification Act, the California Fair Employment And Housing Act, the Family And Medical Leave Act, the California Family Rights Act, the California Investigative Consumer Reporting Agency Act, the Consumer Credit Reporting Act, the California Labor Code, the California Business and Professions Code, the California Civil Code, and other federal, state, or local statutes, ordinances, or regulations;
- Claims arising out of or relating to the retention, protection, use, or transfer of information about Covered Employees or Applicants;
- Claims arising out of or relating to intellectual property rights; and
- Claims that arose before the Covered Employee or Applicant applied for employment or after the termination of employment.

Your application or agreement for employment evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (or FAA), 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of any application or agreement for employment.

(C) Claims Not Subject to Arbitration: The following disputes or claims cannot be arbitrated:

- Claims for workers’ compensation or unemployment benefits;
- Claims under an employee benefit or pension plan that specifies that disputes shall be resolved

in a manner other than arbitration under this Arbitration Agreement;

- Claims seeking only individualized relief asserted by the Company or a Covered Employee or Applicant in a small claims court with jurisdiction over the claim and the parties, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case the dispute instead shall be arbitrated;
- Disputes over the scope and enforceability of this Arbitration Agreement, including disputes over whether a claim or dispute can or must be brought in arbitration;
- Issues that Sections (D), (E), and (I) provide that only a court may decide;
- Claims for wrongful death or bodily injury (*i.e.*, physical injury, not emotional or mental injury); and
- Any Claims that may not be subject to arbitration as a matter of any generally applicable law that is not preempted by the FAA or otherwise invalid.

In addition, Claims relating to the breach of a restrictive covenant (e.g., non-competition or non-solicitation provision), may, but are not required, to be arbitrated. This Arbitration Agreement does not preclude the Company or Covered Employees or Applicants from (1) bringing unfair employment practices, criminal conduct or other issues to the attention of federal, state, or local agencies, such as law enforcement or the US Department of Labor, or participating in proceedings before these agencies, (2) making truthful statements or disclosures required by law, regulation or legal process; or (3) seeking confidential legal advice. Federal, state, or local agencies can, if the law allows, seek relief against the Company on behalf of a Covered Employee or Applicant.

(D) Pre-Arbitration Notice of Dispute and Informal Settlement Conference: A party who has a Claim must first send to the other a written notice of dispute ("Notice"). The Notice to the Company should be addressed to General Counsel, Legal Department, 1500 North Mantua Street, Kent, Ohio 44240 ("Notice Address"). The Notice to a Covered Employee or Applicant will be sent to the current address on file with the Company. The Notice must include, at minimum: (1) the Covered Employee's or Applicant's name, mailing address, telephone number, and e-mail address; (2) the Covered Employee's or Applicant's employee number (if any); (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief sought; (5) the claimant's signature; and (6) if the claimant is a Covered Employee or Applicant who has retained an attorney, the claimant's signed statement authorizing the Company to disclose the claimant's confidential records to the claimant's attorney if necessary in resolving the claim. A Notice is not complete until all of the information required by (1)-(6) has been received by the other party ("Notice Completion Date").

After the Notice Completion Date, either party may request a conference within 60 days to discuss informal

resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. The Covered Employee or Applicant and a Company representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing the Company or the Covered Employee or Applicant also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both the Company and the Covered Employee or Applicant agree.

Any applicable statute of limitations will be tolled during the "Informal Resolution Period," which is defined as the period between the Notice Completion Date and the later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference.

(E) Commencing Arbitration: An arbitration proceeding may be commenced only if the Company and the Covered Employee or Applicant do not reach an agreement to resolve the claim during the Informal Resolution Period. A court will have the power to enforce this Section (E), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration administrator shall not accept or administer any arbitration or assess any arbitration fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (D).

(F) Arbitration Procedure: The arbitration shall be governed by the Employment Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Arbitration Agreement, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this Arbitration Agreement, another arbitration administrator shall be selected by the parties or, if the parties cannot agree on an administrator, by the court.) The alternative administrator shall be subject to the same requirements as the AAA set forth in this Arbitration Agreement. The AAA Rules and fee information is available from the AAA online at <http://www.adr.org>.

The arbitrator shall be a lawyer with at least ten years' experience in labor and employment or a retired judge. The arbitrator is bound by the terms of this Arbitration Agreement. The AAA shall provide each party a list of seven arbitrators. The parties shall then take turns striking names from the list, starting with the Covered Employee or Applicant, until only one name remains. That person shall be designated as the arbitrator, who will decide the dispute applying the same substantive law that a court would apply, and will honor all evidentiary privileges recognized by law, such as the attorney-client privilege and attorney work product doctrine. The arbitrator may consider rulings in other arbitrations involving other Covered Employees or Applicants, but an arbitrator's

ruling will not be binding in proceedings involving different Covered Employees or Applicants. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as specified in Section (H) below, the arbitrator can award the same damages and relief that a court can award under applicable law, including statutory damages and statutory awards of attorneys' fees.

(G) Arbitration Fees: If the Company initiates arbitration, the Company will pay all AAA filing, administration, case-management, hearing, and arbitrator fees. If a Covered Employee or Applicant initiates arbitration, the AAA will govern the payment of these fees unless applicable law requires a different allocation of fees for this Arbitration Agreement to be enforceable. If you are unable to pay your share of the AAA fees, the Company will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in Sections (D), (E), and (I) for any arbitration you initiated.

(H) Requirement of Individual Arbitration: The Company and Covered Employees and Applicants agree to seek, and further agree that the arbitrator may award, only such relief, whether relief in the form of damages, an injunction, or other non-monetary relief as is necessary to resolve any individual injury that either the Company or the Covered Employee or Applicant has suffered or may suffer. In particular, if either party seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than the party seeking that relief.

The Company and Covered Employees and Applicants agree that we each may bring Claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding, including representative claims under the California Private Attorneys General Act (PAGA). Furthermore, unless both Covered Employee and the Company agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective, representative, or private attorney general proceeding. For any claim brought on a private attorney general basis, including under the California PAGA, both the Company and Covered Employees and Applicants agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether Covered Employee or Applicant has 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 individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law).

Notwithstanding any provision of the AAA rules, disputes regarding the scope, applicability, enforceability, revocability or validity of any of the provisions in this

Section (H) may be resolved only by a civil court of competent jurisdiction and not by an arbitrator.

If, after exhaustion of all appeals, any of the above prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that (i) such a claim or request for relief shall be decided by a court; and (ii) litigation of such a claim or request for relief shall be stayed until after all other claims and requests for relief are arbitrated.

This Arbitration Agreement is not intended to prevent employees from coordinating or banding together to test the validity of any portion of this Arbitration Agreement, including this Section (H), or to bring individual claims in arbitration. No Covered Employee or Applicant will be disciplined, discharged, or retaliated against for exercising any rights under Section 7 of the National Labor Relations Act.

(I) Mass Filings: If 25 or more Covered Employees or Applicants submit Notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved before arbitration as set forth above in Section (D). The parties agree that the individual resolution of claims in arbitration might be delayed if the claims are pursued in connection with 25 or more similar claims. In the first stage, the parties shall each select up to ten cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. If the parties are unable to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, each side may select up to another ten cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement, with each case assigned to a separate arbitrator. During this second stage, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. This process of staged bellwether proceedings shall continue until the parties are able to resolve all of the claims, either through settlement or arbitration. If these mass filing procedures apply to a claimant's Notice, any statute of limitations applicable to the claims set forth in that Notice will be tolled from the time the first cases are selected for a bellwether proceeding until the claimant's Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees.

(J) Future Changes to Arbitration Agreement: Notwithstanding any provision in any other agreement, if

the Company makes any change to this Arbitration Agreement (other than a change to the Notice Address), a Covered Employee or Applicant may reject that change and require the Company to adhere to the previous version of the Arbitration Agreement by providing the Company with written notice within 30 days of the change to the Notice Address.

(K) Opting Out of Arbitration: A Covered Employee or Applicant may reject this Arbitration Agreement by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include the Covered Employee's or Applicant's name, employee number (if any), and a statement that the Covered Employee or Applicant is rejecting this Arbitration Agreement; and (b) be received by the Company within 30 days after that person received this Arbitration Agreement. If a Rejection Notice complies with these requirements, this Arbitration Agreement will not apply to that Covered Employee or Applicant. Rejecting this Arbitration Agreement will not affect the Company's or Covered Employee's or Applicant's other rights or responsibilities under any other agreement. Nor will rejecting this Arbitration Agreement affect any other arbitration agreements between the Company and that Covered Employee or Applicant, such as prior arbitration

agreements, arbitration provisions in other contracts or in pension or benefit plans.

(L) Miscellaneous: Except as specified in Section (H), if any provision of this Arbitration Agreement is determined to be unenforceable, that provision should be severed and the rest of the Arbitration Agreement shall be enforced. This Arbitration Agreement is the complete agreement between the Company and Covered Employees or Applicants regarding arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). If a Covered Employee or Applicant does not opt out under Section (K), this Arbitration Agreement supersedes any prior or contemporaneous oral or written understandings on the subject except for Claims covered by a prior arbitration agreement that are part of pending litigation or arbitration. This Arbitration Agreement is not, and shall not be construed to create, a promise of employment or to vary the at-will status of employment.

Questions? Please contact your Human Resources Department or the Company's Legal Department.

You may also wish to consult an attorney regarding the terms of this Arbitration Agreement

Updated and effective as of March 19, 2022