



ALTERNATIVE DISPUTE RESOLUTION POLICY GUIDE

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CRACKER BARREL OLD COUNTRY STORE, INC.

ALTERNATIVE DISPUTE RESOLUTION POLICY GUIDE

INTRODUCTION

Pleasing People® isn't just our mission; it is the foundation upon which the Cracker Barrel Old Country Store, Inc.® was built. Serving our guests with great hospitality and consistent, high quality food are our top priorities, but at Cracker Barrel, we firmly believe that a great guest experience begins with a great employee experience. The company will take care of you so that you, in turn, can take care of our guests. That's what Pleasing People is all about.

In order to demonstrate this commitment to the Cracker Barrel Employee Experience, we have adopted an Alternative Dispute Resolution Policy ("ADR Policy"). The Company believes that the ideals of mutual respect and fairness should apply even when disagreements arise. Instead of relying on costly, time-consuming, contentious litigation, Cracker Barrel believes there is a better, more productive way to resolve disputes. The purpose of the ADR Policy is to provide an alternative method to resolve claims or controversies (as defined in the ADR Policy Guide), that an employee may have against the Company or the Company may have against the employee.

This method of resolving disputes involves a three-step process designed to provide you and the company with a positive way to resolve workplace disputes. The goal is to encourage problem solving at the earliest possible level. The first step – the Open Door Policy – is available for any type of workplace concerns, not just legal claims that are the focus of this ADR Policy. Because of the unique nature of concerns related to alleged harassment, discrimination or retaliation on the basis of race, ethnicity, age, disability, religion, national origin, genetic

information, gender, marital status, sexual orientation, or any other protected

category, the company has designed a special and alternative first step for raising those types of concerns directly with the Employee Relations Department.

If your concerns are not resolved through the Open Door Policy or the Employee Relations Department, the second step in this three-step process for resolving legal disputes is that you and the company will participate in conciliation. If the dispute is not resolved through conciliation, it must be submitted to final and binding arbitration. ***This means that neither you nor the Company may file a lawsuit against the other in a court of law.***

WHAT IS COVERED BY ADR

Employee claims which must be submitted to ADR include any legal dispute arising out of or related to your employment, including those related to your application for employment, any aspect of your employment relationship or your termination of employment. Such claims may include, but are not limited to, any dispute concerning wage and hour law, compensation, leave, harassment, discrimination, retaliation, breaks or rest periods, uniform maintenance, expense reimbursement, training, discipline, transfer, defamation, demotion, promotion and termination. It also includes any claims that come about through employment laws such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, Equal Pay Act, Americans with Disabilities Act, as

amended, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, Pregnancy Discrimination Act, and any federal, state or local laws or regulations covering the same or similar matters or any other aspect of the employment relationship. ADR also covers any tort, negligence, or contractual claims.

The claims the Company must submit to ADR include claims against employees such as conversion, breach of fiduciary duty or other business torts like intentional interference or inducement to breach a contract. The Open Door Policy is the first step to resolving any type of concern you have related to your employment. This ADR Policy does not change that. **However, the additional steps in this ADR Policy (conciliation and arbitration) are for disputes related to legally protected rights only, meaning claims you could raise in a court or before an administrative agency.** This means that these additional steps are not available for general workplace concerns or to review performance evaluations, Company work rules, pay rates, or increases and decreases in benefits, unless such matters relate to legally protected rights (such as, for instance, the prohibition against discrimination, harassment, or retaliation).

The ADR Policy also does not cover claims for workers' compensation, state disability insurance or unemployment insurance benefits, nor does it prohibit you from filing a claim with a government agency such as the Equal Employment Opportunity Commission or the National Labor Relations Board.

STEPS TO RESOLVING YOUR DISPUTE

There are 3 steps to resolving your dispute:

1. **Open Door Policy/ Employee Relations Department.** Except for concerns about unlawful discrimination, harassment, or retaliation (which are described in the next paragraph), your first opportunity to resolve your concerns is through

the Open Door Policy, a copy of which can be found on the Front Porch at: <https://employees.crackerbarrel.com>. The Open Door Policy provides that all workplace concerns should first be raised with your direct supervisor, or if you feel more comfortable, the District Manager or a member of Human Resources (or for Home Office Employees, your department manager). If the dispute is not resolved through the Open Door Policy, and it involves a legal claim you wish to pursue against the company, your next step is to request Conciliation.

If your concern is about unlawful discrimination, harassment or retaliation (on the basis of race, ethnicity, age, disability, religion, national origin, genetic information, gender, marital status, sexual orientation, or any other protected category) you are **REQUIRED** to report this to the Employee Relations Department using its toll-free number (1-800-333-9566) or via online complaint form at www.crackerbarrel.com. This reporting requirement is mandatory. If you feel your concerns of discrimination, harassment or retaliation have not been appropriately addressed by the Employee Relations Department and you wish to pursue a legal claim against the company, you must submit your dispute to Conciliation.

2. **Conciliation.** If your dispute is not resolved utilizing the Open Door Policy or the Employee Relations Department (as applicable) and it involves a legally protected right, your next step is to submit a Request for Conciliation. There are three situations where your duty to conciliate will arise:

(A) if the Employee Relations Department has not completed its investigation of your complaint of harassment, discrimination or retaliation within 30 days; or

(B) your dispute remains unresolved despite the Employee Relations Department's response; or

(C) your dispute pertains to a legally protected right, other than harassment, discrimination or retaliation, and you were not able to resolve it through the Open Door Policy.

All Requests for Conciliation shall be submitted to Cracker Barrel via an online request form obtained at <https://employees.crackerbarrel.com> or by telephone at 615-235-4430. You will be notified within fourteen (14) days after you submit your request whether the claim is eligible for resolution under ADR (see *What is Covered by ADR* for eligibility definition). If the claim is eligible for resolution under ADR, a telephonic conciliation meeting will be held within thirty (30) days after you submit your request, unless the parties to the meeting agree on a later date.

The telephonic conciliation meeting will be scheduled by Cracker Barrel's Dispute Resolution Manager for a mutually agreeable date and time, and it will be attended by you and a company representative with direct knowledge about your claim.

At your option, that telephonic conciliation can either be with you (and/or you legal representative) or using Cracker Barrel's Dispute Resolution Manager or both. The Dispute Resolution Manager is available to facilitate the meeting by permitting each party an opportunity to present their version of facts, concerns, and opinions. The Dispute Resolution Manager is not a fact-finder, but will rather attempt to bring the parties to consensus on a resolution of the dispute. If a resolution is reached, the parties will execute an agreement.

If the conciliation reaches impasse, the Dispute Resolution Manager will issue a Notice of Conciliation Impasse. If the Dispute Resolution Manager was not used, either party can declare

an impasse after engaging in good faith discussions towards a resolution. You will have thirty (30) days following the date you receive the Notice of Conciliation Impasse (or declaration from either party of an impasse), or the amount of time allowed via the applicable statute of limitations (whichever is later), to submit your claim to arbitration pursuant to the procedure explained below.

Should Cracker Barrel request to conciliate a claim it has against you, it will contact you via your last known address or telephone number to schedule a telephonic conciliation meeting.

The parties may skip this conciliation step only by written, mutual consent. If the dispute is not resolved through conciliation, the dispute may then proceed to arbitration pursuant to the procedure explained below.

3. **Arbitration.** If conciliation is not successful in resolving the dispute, or if the employee and Company have declined conciliation, the claim or dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association (AAA), except to the extent modified by the ADR Agreement, this policy, or applicable state or federal law. The arbitration and any decision or award made by the arbitrator will be final and binding on both parties. Please refer to the Employment Dispute Resolution Rules of the AAA for questions concerning details about the proceedings to the extent not included below. They can be found at www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362.

Initiation of Arbitration Proceeding

Within thirty (30) days following receipt of Notice of Conciliation Impasse or declaration from either party of an impasse or written notice of the parties' decision to not proceed with conciliation,

or within the amount of time allowed via the applicable statute of limitations (whichever is later), you must send a written demand for arbitration to the AAA via email to casefiling@adr.org, via fax to (877) 304-8457, or via hardcopy to 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to Cracker Barrel's Dispute Resolution Manager by certified or registered mail, return receipt requested. If the Company or the employee fails to timely submit a claim for arbitration under the statute of limitations governing the particular claim or claims, the claim or claims shall be deemed untimely and the employee or the Company will be barred from arbitrating the claim or claims under the ADR Policy or from seeking relief from any federal or state court. The demand shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue; the names of all persons involved in the dispute; the amount in controversy, if any; and the remedy sought.

Representation

Both the Company and the employee have the right to be represented by legal counsel of their choice and at their own expense. However, if the employee notifies the Company that he or she will not be represented by counsel at the arbitration hearing (at least thirty (30) days before the date of the hearing), the Company also will not be represented by legal counsel at the hearing unless otherwise prohibited by law.

Appointment of Neutral Arbitrator

A neutral arbitrator shall be appointed in the manner provided by the Employment Dispute Resolution Rules of the AAA. The selected arbitrator must be experienced in employment-related claims.

Date, Time and Place for Arbitration Hearing

The arbitration hearing will start no later than six (6) months following the date of the selection of the arbitrator. However, the selected arbitrator may order the hearing rescheduled if mutually agreed to by the Company and the employee (in writing) or if good cause is shown. Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.

In the event the hearing cannot reasonably be completed in one day, the arbitrator will schedule the hearing to be continued on a mutually convenient date.

The arbitration shall take place in the city or county where the employee last worked or where he/she applied to work, unless the parties agree to have the hearing elsewhere.

Discovery

Each party shall be permitted to take the following discovery at the requesting party's expense:

- (1) Three (3) depositions;
- (2) Fifteen (15) interrogatories (written questions); and
- (3) Fifteen (15) requests for document production.

Consistent with the expedited nature of arbitration and upon good cause shown, the arbitrator shall have the authority to limit the above discovery or order additional discovery.

Witnesses & Exhibits

At least fifteen (15) days before the start of the arbitration hearing, the employee and the Company must provide each other and the arbitrator with a list of witnesses, including any expert witnesses, a brief summary of the

testimony of each witness and a list of all exhibits intended to be used at the hearing. Unless so ordered by the arbitrator, witnesses or exhibits which do not appear on these lists will not be allowed to testify or be introduced during the hearing.

Stenographic Record

The Company, at its option and expense, may arrange for a court reporter to create a stenographic record of the proceedings. If the Company does not arrange for a court reporter, the employee may do so at his/her sole cost. In the event a party requests a transcript, that party shall bear the cost of such record. If both parties request a transcript, the cost shall be borne equally by the parties.

Arbitrator's Decision

Within 30 days after the hearing, each party will have the right to prepare a brief, a copy of which must be shared with the other party and filed with the Arbitrator. The Arbitrator will then issue a written decision within 30 days of receipt of the parties' briefs and the decision will include a statement of the arbitrator's findings of fact and conclusions of law.

Authority of the Arbitrator to Grant Relief – No Class Procedures or Class Relief

The arbitrator shall be governed by applicable federal, state, and/or local law.

The arbitrator may award relief or procedures only on an individual basis, meaning no class (or collective, representative, or consolidated) procedures or remedies will be available. (See the Dispute Resolution Agreement for more information on this.)

The arbitrator shall have the authority to award damages and injunctive relief to the extent permitted by applicable law.

Judicial Action

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. The prevailing party in such an action shall be awarded its attorneys' fees and costs.

Expenses and Fees

Unless otherwise precluded by applicable law, expenses and fees shall be allocated as follows:

- (A) Filing fees. If the employee files the claim, Cracker Barrel will pay that portion of the arbitration filing fee in excess of the similar court filing fee had employee been able to file the claims in court but in no event will the employee be required to pay more than \$200.00. If Cracker Barrel files the arbitration demand, Cracker Barrel will pay the filing fee.
- (B) Hearing fees, arbitrator fees, and AAA fees. Except as to the filing fee mentioned above and witness and legal fees mentioned below, Cracker Barrel shall pay for all fees associated with the arbitrator, the hearing, and AAA's administration.
- (C) Witness expenses. The expenses, if any, of witnesses shall be paid by the party requiring the presence of such witnesses.
- (D) Legal fees and expenses. Each side shall pay its own legal fees and expenses to the extent not otherwise provided herein. However, if the employee prevails on a statutory claim which entitles him/her to attorney's fees and/or costs, the arbitrator may award reasonable attorney's fees and/or costs to the employee in accordance with such statute.

Retaliation against employees who file a claim under this Policy, including claims regarding the validity of this Policy or any provision thereof, is expressly prohibited and must be reported to Employee Relations.

FREQUENTLY ASKED QUESTIONS

How does this benefit me?

ADR is intended to provide a less formal forum and quicker process to permit the parties to a dispute an opportunity to resolve their differences. Resolving differences quickly helps both you and the company move on to more productive endeavors. It is faster than litigating a case in court and it is generally less costly and less time-consuming for both parties.

What if I don't want to participate?

By accepting and/or continuing employment with Cracker Barrel, you agree to the terms of the Dispute Resolution Agreement, which includes participating in the Open Door Policy (or making a complaint to the Employee Relations Department, depending on the nature of the complaint), conciliation, and arbitration, where your claim is eligible for ADR. The only exception to those steps is that if you and the Company both agree in writing that conciliation should be waived, then that step can be skipped and the dispute may be submitted directly to arbitration.

If I use the ADR program, how can I be sure my managers or co-workers won't retaliate against me?

The Company relies on all of its employees to maintain a culture of mutual respect, fairness and professionalism. Retaliation against an employee for utilizing the ADR program is strictly prohibited and will result in disciplinary action including and up to termination for those who retaliate; this includes co-workers. If you perceive retaliation (either against you or someone else), it is your obligation to report it immediately to the Employee Relations Department to allow them an opportunity to investigate and address your concerns.

How does the ADR program affect my right to file a claim with a state or federal agency?

The ADR program is intended solely to help you resolve your disagreements with the Company; it is not intended to interfere with your right to file an administrative complaint with a state or federal agency as permitted by law.

I am confused about how the ADR program works. Where can I get more information?

The policy guide is posted on The Barrel. If you have additional questions, you may direct them to Cracker Barrel's Dispute Resolution Manager at ADR@crackerbarrel.com or by telephone at (615) 235-4430.