

## **ARBITRATION AGREEMENT**

This Agreement between you and Genesco, Inc., its parents, subsidiaries, and related entities (“the Company”) for the Arbitration of Disputes (“Agreement”) is intended to provide a timely and fair procedure for employees to resolve disputes. The Company operates in interstate commerce and this Agreement is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1 *et seq.* This Agreement contains the rules and procedures that the Company and you must follow to resolve any disputes between the Company and you.

### **I. What is Arbitration?**

Arbitration is a way to get speedy and relatively inexpensive resolution of disputes by submitting them to an arbitrator instead of the ordinary process of filing a lawsuit in a court of law. You and the Company use a neutral, trained arbitrator to resolve the dispute instead of a judge and jury. By agreeing to resolve their disputes exclusively through binding arbitration, the parties agree that they are waiving their rights to a trial in a court with a judge or jury. Arbitration is binding — that is, the arbitrator's decision is final. The arbitrator is required to apply the same law that would be applied if either you or the Company filed a lawsuit.

You and the Company agree that arbitration of disputes is a valuable benefit, the existence of which is a significant inducement for you to accept or continue employment with the Company and for the Company to consider you for employment, offer employment to you, or continue to employ you. Entering into this Agreement does not guarantee employment and, if offered employment, this Agreement does not make the relationship between the Company and you anything other than at-will employment.

### **II. What Is Covered?**

This Agreement covers all Company employees, regardless of hire date, who sign the Agreement. Nothing contained in this Agreement shall be construed to prevent or excuse you from first using the Company's existing internal procedures for resolution of complaints before seeking arbitration, and this Agreement is not intended to be a substitute for the utilization of such procedures.

For claims under the jurisdiction of the U.S. Equal Employment Opportunity Commission (EEOC), or comparable state and local government agencies, you may initiate the arbitration process only after you have exhausted all required administrative remedies, such as obtaining a right to sue notice from the EEOC, for claims that require such a notice.

**THIS AGREEMENT APPLIES TO ALL LEGAL DISPUTES AND LEGAL CLAIMS NOW IN EXISTENCE OR THAT MAY ARISE IN THE FUTURE RELATED TO YOUR APPLICATION FOR EMPLOYMENT WITH, EMPLOYMENT WITH, OR TERMINATION OF EMPLOYMENT FROM, THE COMPANY.** Examples of covered legal claims or legal disputes include, but are not limited to legal disputes or legal claims involving: any matter covered by the Company's Employee Handbook, Policy and Procedure Manual, and other company guidelines, rules, and materials, compensation, breaks or rest periods, termination of employment, harassment, and claims arising under the Uniform Trade Secrets Act, the Civil Rights Act of 1964 (Title VII), the Civil Rights Acts of 1866, 1871, and

1991, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Rehabilitation Act, the Uniformed Services Employment and Reemployment Rights Act, Consolidated Omnibus Budget Reconciliation Act (COBRA), Davis-Beacon Act, Drug Free Workplace Act of 1988, Electronic Communications Privacy Act of 1986, Employee Polygraph Protection Act of 1988, Fair Credit Reporting Act, Federal Omnibus Crime Control and Safe Streets Act of 1968, the Hate Crimes Prevention Act of 1999, The Occupational Safety and Health Act, Omnibus Transportation Employee Testing Act of 1991, Privacy Act of 1993, The Sarbanes-Oxley Act, Veterans Reemployment Rights Act, Worker Adjustment and Retraining Notification Act (WARN), and any other federal, state, or local statute, law, rule, regulation or ordinance relating to employment, the creation of the employment relationship, employment discrimination, employment benefits, wage and hour, compensation, or employment law, privacy, and all other statutory and common law claims relating to your employment as to which a court would be authorized by law to grant relief if the claim were successful (“Dispute” or “Disputes”).

This Agreement also covers any Dispute between you and any agents or employees of the Company, if the Company could be liable, directly or indirectly, for such Dispute.

If a party has more than one Dispute with the other party, the parties agree to assert all such Disputes in a single arbitration so they may be resolved at the same time.

The Agreement is also intended to cover all legal disputes that the Company could otherwise file in court against you relating to your employment.

The Agreement does not prevent either you or the Company from seeking emergency or temporary injunctive relief, such as a preliminary injunction or a temporary restraining order, which is sought strictly in aid of or to preserve an arbitrator's jurisdiction and ability to conduct a meaningful arbitration of the parties' Disputes under the Agreement.

The Agreement does not prevent you from filing a claim or charge with an administrative agency like the EEOC or a state Unemployment Commission or Workers' Compensation Board, nor does it prevent an employee from filing an unfair labor practices charge with the National Labor Relations Board or a claim of retaliation or discrimination governed by the whistleblower protection provisions of the Dodd-Frank Wall Street Reform Consumer Protection Act, or comparable state or local government agencies. A Dispute under this Agreement does not include claims for worker's compensation, state disability insurance, or unemployment insurance benefits. Additionally, you will not be retaliated against for challenging the validity of the Agreement.

### **III. Claims May Be Brought In Individual Capacity Only**

You and the Company each agree that neither you nor the Company will: (1) file, join, opt-into, consent to, intervene in, or otherwise become a party in any lawsuit or court case that relates in any way to a Dispute against the other party, or (2) file, join, opt-into, consent to, intervene in, or otherwise become a party in any lawsuit, court case, or arbitration that is brought on a class,

collective, representative, or aggregate basis that in any way relates to a Dispute. The parties do not agree to arbitrate any Dispute on a class, collective, representative, or aggregate basis.

**YOU MAY BRING LEGAL CLAIMS AGAINST THE COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY (NON-CLASS, NON-COLLECTIVE, NON-REPRESENTATIVE, AND NON-AGGREGATE BASIS). THE COMPANY MAY BRING LEGAL CLAIMS AGAINST YOU ONLY IN ITS INDIVIDUAL CAPACITY (NON-CLASS, NON-COLLECTIVE, NON-REPRESENTATIVE, AND NON-AGGREGATE BASIS).**

**THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE BASIS.**

**THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS ON MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE AUTHORIZE OR PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, REPRESENTATIVE OR AGGREGATE PROCEEDING.**

Claims of two or more persons or entities may not be joined or consolidated in the same arbitration because the arbitrator may only hear your and the Company's individual claims and does not have the authority to hear claims on a class, collective, representative, or aggregate basis, or to award relief to anyone other than you and/or the Company in a single arbitration. Notwithstanding any other clause contained in this Agreement, this Section III shall not be severable from the Agreement in any case in which the Dispute is brought as a class, collective, representative, or aggregate action.

Notwithstanding any other clause contained in this Agreement, any challenge to the validity of Section III may be determined only by a court of competent jurisdiction and not by an arbitrator.

#### **IV. How Does Arbitration Work?**

Arbitrations will be administered by the American Arbitration Association ("AAA") under the AAA Employment Arbitration Rules, which are available for your review online at the AAA's website, [www.adr.org](http://www.adr.org), to the extent the AAA Employment Arbitration Rules are consistent with the terms of this Agreement. The AAA Employment Arbitration Rules are subject to modifications by AAA from time to time and the parties are responsible for reviewing the rules periodically. To the extent the AAA Employment Arbitration Rules are not consistent with the terms of this Agreement, the terms of this Agreement control.

If you would like to receive a paper copy of this Agreement and AAA Employment Arbitration Rules for arbitration, please contact the Company's Human Resources Department by mail at 535 Marriott Drive, Nashville, TN 37214, by phone at 615-367-7598, or by email at [hrcompliance@genesco.com](mailto:hrcompliance@genesco.com).

Procedures not addressed by this Agreement or the AAA Employment Arbitration Rules will be resolved by agreement of the parties. If the parties are unable to agree, the procedural issue will be determined by the arbitrator.

These AAA Employment Arbitration Rules, from time to time, may be amended or even rescinded. However, any amendment or rescission will have no effect on any individual substantive legal Dispute which accrued or was asserted prior to the amendment or rescission. All changes are prospective only, not retroactive. Any amendment to or rescission of these AAA Employment Arbitration Rules will not become effective until ten (10) days after notice of said amendment(s) or rescission. If the parties wish to reject any amendment or rescission of the AAA Employment Arbitration Rules, they must do so in writing signed by both parties.

#### **A. Initiating Arbitration**

To initiate arbitration, the party must submit a written arbitration demand and the party's share of the arbitration filing fee (if any) to AAA. The arbitration demand must state: (1) the nature of the Dispute, (2) the date the acts giving rise to the Dispute occurred, (3) a summary of the factual and general legal basis for the claim, (4) the dollar amount thought to be involved (the best estimate possible), and (5) the remedy sought, or what the party desires to resolve the Dispute. A form copy of AAA's demand for arbitration is attached as Exhibit A.

The arbitration demand and filing fee must be delivered to the appropriate case management center of the AAA within the applicable statute of limitations for the Dispute that the party is seeking to arbitrate. Contact information for the appropriate case management center can be determined: (1) by visiting AAA's website, [www.adr.org](http://www.adr.org), or (2) by contacting AAA by mail at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043, by phone at 877-495-4185, by facsimile at 877-304-8457, or by email at [casefiling@adr.org](mailto:casefiling@adr.org), or (3) by contacting the Company's Human Resources Department by mail at 535 Marriott Drive, Nashville, TN 37214, by phone at 615-367-7598, or by email at [hrcompliance@genesco.com](mailto:hrcompliance@genesco.com). The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

For any arbitration that the Company initiates, the Company will pay the full arbitration filing fee. For any arbitration that you initiate, your share of the arbitration filing fee is the lesser of the amount of the arbitration filing fee or the amount of the filing fee required in the respective state or federal court in which your Dispute could otherwise have been brought in the absence of this Agreement; the Company will pay any arbitration filing fee in excess of the amount of the filing fee required in the respective state or federal court in which your Dispute could otherwise have been brought in the absence of this Agreement.

For any arbitration that you initiate, send one copy of the written arbitration demand to the Company's Human Resources Department by mail at 535 Marriott Drive, Nashville, TN 37214. Notice sent to any other location will not be effective until the date it is received by the Company's Human Resources Department. For any arbitration that the Company initiates, the Company will send one copy of the written arbitration demand to your most recent mailing address that you provided to the Company's Human Resources Department.

## **B. Selecting An Arbitrator**

One neutral arbitrator who is a licensed attorney will be selected in a manner consistent with AAA's Rules. The AAA will provide you and the Company with a list of seven neutral arbitrators who **MUST** have expertise in employment law and are licensed to practice law. The AAA, to the extent possible, will provide lists which include a diverse group of arbitrators. The AAA may not limit its list to arbitrators in one city, state or region but, instead, must include arbitrators from all regions of the United States on the same list. You and the Company can agree on an arbitrator from that list or in any other mutually agreeable manner.

If the parties cannot agree on an arbitrator from the list, the parties will select the arbitrator by exercising alternating strikes with the party requesting arbitration striking first until only one arbitrator remains on the list. If either party fails or refuses to exercise its strikes, the other party selects the arbitrator. Once an arbitrator is selected, the Company will notify AAA.

If either party does not find the first list acceptable, either party can request a different list. If either party wishes to reject the first or second list, that party must notify AAA within 15 days of the date the list was mailed or that party waives its right of rejection. Any request for a new list must be made prior to beginning the alternate strike process. The alternate strike process may not begin (unless mutually agreed otherwise) until the 15-day rejection period has expired. If the first two lists are rejected, an arbitrator must be selected from the third and final list.

The arbitrator cannot have any personal or financial interest in the dispute. Occasionally, a name appears on the list whose current law firm represents the Company. In that case, when so notified, the AAA must send a replacement list to the parties and may not substitute just one new name to the original list. Before accepting the appointment, the arbitrator will be required to disclose to the AAA any information which may prevent a prompt hearing or create an appearance of bias. If any such information is presented to the AAA, the AAA will communicate that information to you and the Company. Depending on your and the Company's response, the AAA may disqualify that person.

If the selected individual elects not to serve, is disqualified, or is unable to serve promptly, another list of seven arbitrators will be provided. You and the Company will then select an arbitrator as described above.

## **C. Location**

The location of the arbitration proceeding shall be in the general geographical vicinity of the location where you currently work for the Company or most recently worked for the Company, unless you and the Company agree in writing to a different location.

## **D. Representation**

You may be represented by anyone, including an attorney, or you may represent yourself. The Company will almost always be represented by an attorney. Each party bears the responsibility of their own attorney's fees, unless otherwise provided for by an award of the arbitrator.

## **E. Conducting The Arbitration**

**Discovery.** Pre-hearing discovery may take any form allowed by the Federal Rules of Civil Procedure, subject to any restrictions the arbitrator imposes to meet the objectives of the arbitration process.

**Conferences.** At the arbitrator's discretion or if you and the Company agree, conferences and hearings may be conducted by telephone, in person, or by written submission.

**Motions.** The arbitrator may grant a motion to compel discovery, a motion to dismiss, a motion for judgment on the pleadings, and/or a motion for summary judgment. In ruling on any motion, the arbitrator will apply the standard governing such motions under the current Federal Rules of Civil Procedure and applicable case law. When the arbitrator finds that one or more of a party's claims fail to state a legal claim upon which relief could be granted in a court of law, the arbitrator shall grant the other party's motion to dismiss for failure to state a claim upon which relief may be granted. In the arbitrator's discretion, the dismissal of said claim(s) may be either with or without prejudice.

**Hearing.** The arbitrator determines whether evidence is relevant, material, and admissible. The Federal Rules of Evidence govern the arbitration (although strict conformity to legal rules is not necessary) and will be used to determine the admissibility of specific evidence. The arbitrator must apply the burden of proof the same way it would be assigned and applied by a court in litigation of a similar dispute.

The arbitrator will conduct the hearing in the manner that will most quickly allow full presentation of the evidence and arguments, using the AAA's Employment Dispute Resolution Procedures.

All arguments, filings, statements, and testimony made at any phase of the arbitration process are privileged to the fullest extent allowed by law and cannot become the basis for any defamation or other common law claim.

The arbitrator may proceed with the hearing if you, the Company, or your representatives fail to be present or to obtain a postponement after due notice. The arbitrator may require any party who is present to submit evidence for the making of the award. If warranted, the arbitrator may enter a default judgment against any party who fails to attend.

**Decision.** The arbitrator must provide a written decision or award that sets forth the essential findings and conclusions on which the decision is based. The arbitrator will apply the state or federal substantive law which would be applied by a United States District Court sitting where events giving rise to the Dispute took place. The arbitrator has the authority to interpret and apply federal, state, and/or local statutes and common law which govern your and the Company's respective claims and defenses. The arbitrator does not have the authority to enlarge upon or add to, subtract from or disregard, or otherwise alter your or the Company's rights under such laws. Consistent with applicable law, the arbitrator shall have the authority to award any remedy or relief after a violation is found that the United States District Court referenced above could provide.

Nothing in these rules changes or in any manner modifies the parties' employment relationship of employment-at-will; that is, the parties can each end the relationship at any time for any reason with or without cause. The arbitrator has no authority to alter the at-will nature of your employment.

The arbitrator shall not have authority to award attorneys' fees or costs unless a statute or contract upon which the Dispute is based expressly authorizes the award of attorneys' fees to the prevailing party, and any award of attorneys' fees and costs must be in accord with applicable law.

In all cases, the decision of the arbitrator is final and binding, subject to review only under circumstances described in the FAA.

**Access to Prior Awards.** You will be given an opportunity to inspect any prior written arbitration decisions or awards which involve the same or substantially similar claims against the Company, the same geographic area or sub-division of the Company, and the same decision-maker as your claim. You may request such inspection by contacting the Company's Human Resources Department by mail at 535 Marriott Drive, Nashville, TN 37214, by phone at 615-367-7598, or by email at hrcompliance@genesco.com. The Company will make these prior awards available for inspection, upon reasonable notice, at its offices located at 535 Marriott Drive, Nashville, TN 37214, or some other mutually agreeable location. However, this provision does not grant the general public access to any arbitration awards between the Company and other parties. Information on prior awards will be retained according to the Company's normal record retention practices.

**Costs.** Any party presenting a witness will be responsible for paying that witness's fees and expenses. The cost of any evidence or proof produced at the arbitrator's direction will generally be borne by the party producing that evidence or proof.

Unless the parties mutually agree otherwise, you are not required to pay any administrative costs or the arbitrator's fees and expenses other than your share of the arbitration filing fee (as discussed in Section IV (A)). The Company will pay remaining arbitrator's fees and expenses, including but not limited to travel fees, per diem costs, filing fees, and administrative fees in connection with the arbitration.

**Enforcement.** Other than a challenge to the validity of Section III of this Agreement, any dispute over this Agreement – the way it was formed, its applicability, meaning, enforceability, waiver of the right or obligation to arbitrate, or any claim that all or part of this Agreement is void or voidable – is subject to arbitration under this Agreement. Either you or the Company may bring a motion in court to compel arbitration under this Agreement or to dismiss any lawsuit seeking to resolve Disputes that are covered by this Agreement. In addition, either you or the Company may bring an action in court to enforce an arbitration award.

**Complete Agreement.** This Agreement is the full and complete agreement relating to the formal resolution of Disputes.

**Severability.** Except as stated above in Section III, in the event any portion of this Agreement is deemed invalid, void, or unenforceable, the remainder of this Agreement will be valid and enforceable.

**Authorization.** The typewritten name in the "Authorized Signature" line below will serve to bind the Company to uphold its obligations under this Agreement.

**YOU SHOULD READ THE PROVISIONS OF THIS AGREEMENT CAREFULLY, AS IT PROVIDES THAT VIRTUALLY ANY DISPUTE RELATED TO YOUR EMPLOYMENT RELATIONSHIP MAY BE RESOLVED ONLY THROUGH BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE ACTION OR SIMILAR PROCEEDING.**

**BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ OR HAVE HAD THE OPPORTUNITY TO READ THIS ARBITRATION AGREEMENT. YOU UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.**

**SIGNING THIS AGREEMENT WILL DEMONSTRATE YOUR INTENTION TO BE BOUND BY THE AGREEMENT AND SPECIFICALLY THE ARBITRATION PROVISIONS SET FORTH ABOVE.**

**WE AGREE TO ARBITRATE OUR DISPUTES AND TO ABIDE BY THE RULES OF ARBITRATION, AS SET FORTH IN THIS AGREEMENT:**