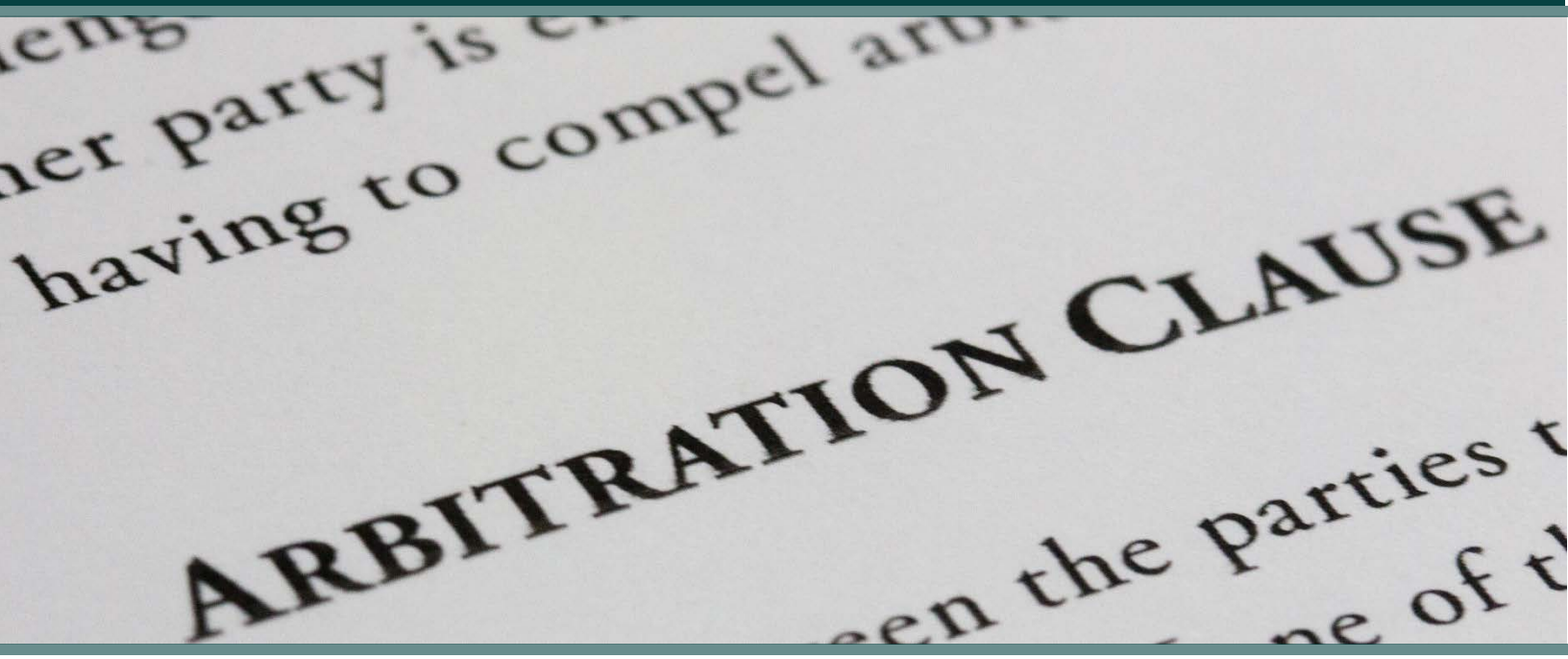
The Widespread Use of Workplace Arbitration Among America's Top 100 Companies



By Professor Imre S. Szalai
Judge John D. Wessel Distinguished Professor of Social Justice
Loyola University New Orleans College of Law

March 2018

The Employee Rights Advocacy® INSTITUTE For Law & Policy

Contents

About The Institute

Founded in 2008, The Employee Rights Advocacy Institute For Law & Policy (The NELA Institute) advocates for employee rights by advancing equality and justice in the American workplace. We conduct research, develop resources, and educate advocates, judges, the media, policymakers, and the general public to promote employee rights and protect workers' access to the courts.

The NELA Institute is the related charitable public interest organization of the National Employment Lawyers Association (NELA). Working hand in hand with NELA, The Institute seeks to create a future in which workers will be paid at least a living wage in an environment free of discrimination, harassment, retaliation, and capricious employment decisions; employers will fulfill their promises to provide retirement, health, and other benefits; workers' safety will not be compromised for the sake of corporate profits and interests; and individuals will have effective legal representation to enforce their rights to a fair and just workplace, adequate remedies, and access to the courts to vindicate their workplace rights when they are violated. For more information about us, visit www.employeerightsadvocacy.org.

Acknowledgments

The author would like to thank his research assistant, Anil Tanyildiz, for his tremendous efforts in gathering the data for this study. Also, the author would like to thank Elizabeth Colman, Peter A. Valverde, and Matthew Koski from The Employee Rights Advocacy Institute For Law & Policy for their insightful comments and helpful suggestions.

Executive Summary

This groundbreaking report demonstrates that **80 of America's *Fortune* 100 companies have used arbitration to resolve employment disputes since 2010.**

What is arbitration? Arbitration is a private adjudication out of court. Arbitration typically involves confidential proceedings conducted out of the public view, and often lacks the robust evidentiary and procedural rules that provide broad protections to people in court.

In addition, many of these powerful companies have instituted **forced** arbitration policies, which require workers to sign away their right to take their employer to court as a condition of getting or keeping their job. **Among the companies examined in this report, indications are that over half imposed arbitration through a forced arbitration clause.** Research has demonstrated that not only are arbitrators in forced arbitration more likely than judges and juries to rule against workers, but arbitrators are also less likely to allow a full recovery for the small percentage of employees who manage to prevail in forced arbitration.

Arbitration clauses also allow endemic corporate malfeasance to continue. As demonstrated by the now-infamous case of serial sexual harasser Roger Ailes and FOX News, publicly exposing a workplace sexual predator not only provides relief for his victims, it also shines a spotlight on the toxic workplace cultures that allow perpetrators to operate with impunity. With forced arbitration, sex discrimination, harassment, and a multitude of other workplace violations may remain concealed.

It is difficult to know precisely how many non-unionized workers are locked out of court due to forced arbitration, though a recent study shows that the number is most certainly in the tens of millions. As a result, thousands of employees who have been treated unlawfully in the workplace lack any meaningful access to justice. **Moreover, through employers' use of class, collective, and joint action waivers—which nearly 50% of the companies with arbitration clauses examined in this report have used—it is impossible for employees to band together against their more powerful and far better-resourced employers to challenge policies or practices which may violate the rights of entire groups of workers.**

For certain types of disputes, arbitration can be a reasonable forum, provided that there is meaningful consent, fair procedures, and no significant public interest in the particular dispute. However, with employment disputes, meaningful consent is frequently lacking, and the arbitration clause may be loaded with harsh, one-sided terms favoring an employer. Moreover, there is a strong societal interest in robust public enforcement of critical employment laws, like civil rights laws and wage laws. **Employers should not be able to rig the game against workers and conceal wrongdoing through the use of harsh, one-sided arbitration clauses hidden in the fine print.**

I. Introduction

This report examines the use of arbitration agreements in the workplace by the top 100 largest domestic United States companies, as ranked by *Fortune* magazine.[i] These companies are the most successful, powerful companies in America, with combined annual revenues totaling over 7.6 trillion dollars according to *Fortune* magazine.[ii]

The research in this report was undertaken to identify: 1) How many of these companies have utilized arbitration to resolve workplace disputes since 2010; and 2) Of those companies, how many use arbitration clauses that require workers also to waive their right to proceed collectively or as part of a class (a "class waiver"). This report does not address labor arbitration or unionized employees who are bound to arbitrate under a collective bargaining agreement; instead, this report focuses on individual arbitration agreements for private-sector workplace disputes.

The key findings of this study are as follows:

- **80 of the companies in the *Fortune* 100, including subsidiaries or related affiliates, have used arbitration in connection with workplace-related disputes since 2010.**
- **Of those 80 companies, 39 have used arbitration clauses containing class, collective, and joint action waivers.**
- **Over half of the companies in the *Fortune* 100 appear to have imposed *forced* arbitration clauses on workers; such workers did not have a meaningful choice to accept or reject the arbitration clause.**

II. Methodology

This study broadly measures the pervasiveness of arbitration agreements for workplace-related disputes among *Fortune* 100 companies in recent years. Based on publicly-available data, it is difficult to assess with certainty the raw number of workers bound by arbitration clauses at each company, without making various assumptions. Unfortunately, the extent of each company's use of arbitration in its own workforce is not readily ascertainable. Nevertheless, this report provides a snapshot of how many of America's top companies have used arbitration agreements for workplace-related disputes in recent years.

Sources Reviewed

To gather this information about the use of arbitration agreements in the workplace among *Fortune* 100 companies, we examined court opinions and pleadings filed since January 1, 2010. General internet searches were conducted when court opinions or filings were not available for a particular company. For example, a company may sometimes place its employee manual or policies online, and these materials may contain arbitration clauses.

Because this study relied solely on publicly-available data, the use of arbitration clauses in the workplace among the top companies in America may actually be higher than indicated by our research. There may be no record of a company seeking to impose arbitration on a worker because no employee has publicly challenged the validity of an arbitration agreement, and a company may not publicize its use of arbitration on its public website.

Limitations On The Conclusions That May Be Drawn From Our Research

It is important to note that this study does not indicate how many workers are bound by an arbitration clause. Relying solely on publicly-available data, it is difficult to determine with certainty how many workers at each particular company are bound by an arbitration clause. For example, there may be a reported court opinion revealing that a particular worker for a company is bound by an arbitration clause, but based on the court opinion, it is not possible to determine with certainty whether the company uses arbitration for all of its workers or just smaller subsets or categories of its workers. The fact that a company has used arbitration agreements with one of its workers or category of workers does not necessarily mean the company uses arbitration agreements for all of its workers. However, if a reported case reveals that a company has used arbitration agreements for a workplace-related dispute in connection with one employee or one type of employee, these companies likely have the power to impose arbitration agreements on their other workers as well.

Search Results

The Appendix to this report organizes America's Top 100 companies for 2017 as published by *Fortune* magazine into three categories: 1) companies that have no publicly-available record of using arbitration clauses for workplace-related disputes; 2) companies that have a public record of an arbitration clause for workplace-related disputes, but which have no public record of having employed a class or collective action ban, and are, thus, "silent" as to class waivers; and 3) companies that have utilized workplace arbitration clauses with class and collective action bans.[iii] Where possible, the Appendix also identifies the

type of worker bound by the arbitration clause, the relationship between the top-100 company and the identified employer, and the type of document that contains the arbitration provision. Some court opinions listed in the Appendix to this report selectively quote from parts of an arbitration agreement, but the full text of the arbitration agreement may appear in a different court filing, and not in the court opinion. For example, the full text of an arbitration agreement may appear as an exhibit to a motion to compel arbitration filed by the company in court. In other words, the court opinion cited in the Appendix may not actually refer to a class waiver, even though a class waiver exists in the arbitration agreement. To verify the existence of class waivers, dockets and the underlying court filings were checked to search for the entire text of an arbitration agreement. For a few situations, the entire text of the arbitration agreement was not publicly-available (e.g., the court and parties selectively quoted from a portion of the arbitration agreement instead of including the full terms of the arbitration agreement, or the underlying pleadings were not readily available for some state court systems), and thus, it was not possible to verify the existence of a class waiver. As a result, categorizing a company's arbitration clause as "silent" in the Appendix means either that the full text of the arbitration clause was not readily available to verify the existence of a class waiver, or the full text was available and contains no class waiver. In sum, the study may underreport the existence of class waivers because the full text of an arbitration clause may not have been publicly available to verify the existence of a class waiver.

RACE DISCRIMINATION AT TECH FIRMS HIDDEN BY FORCED ARBITRATION CLAUSES

Nine of the ten technology companies listed in the *Fortune* 100 use arbitration clauses in their employment contracts. Companies in the technology sector have faced credible criticism regarding their lack of diversity, yet workers of color that experience race or national origin discrimination in the workplace may have their hands tied by forced arbitration clauses buried in the fine print. **Five of the nine *Fortune* 100 tech companies that use arbitration clauses also ban collective actions,** making it difficult for potentially systemic discrimination at those companies to ever be remedied.

For more than two years, Carlos White served as Assistant General Counsel to SoftLayer Technologies, an entity related to IBM that provides private internet server and cloud computing services. During his time at the company, Carlos allegedly witnessed and experienced pervasive racial discrimination amongst the executives.

Carlos observed the white executives favoring white employees with fewer qualifications and less experience over African American employees with better education and more experience. Over the course of his tenure, Carlos strongly and repeatedly encouraged SoftLayer to implement and maintain an Affirmative Action Plan (AAP), as required by law. Not only did the company refuse to employ an AAP, they actively refused to comply with the legal requirement. One senior executive inferred that any person promoted under such a plan would be "inferior." Senior executives regularly used racist language at work, including "jokes" told by the CEO. Some of the executives even used the n-word to Carlos, an African-American.

After the discrimination and retaliation he faced forced him out his job, Carlos sued the company, alleging race and national origin discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964. Despite the merits of his case, Carlos was prevented from challenging his unlawful treatment—and potentially the broader workplace environment in which it occurred—in open court. Based on a provision buried in the paperwork he signed on his first day of work, the company was able to avoid public scrutiny by forcing Carlos' claims into secret arbitration proceedings.

III. Key Findings Based On Broad, Inclusive Definitions

The finding that 80% of *Fortune* 100 companies have used arbitration clauses in their employment contracts is based on a broad, inclusive concept of worker or workplace. The 80% figure was determined by examining publicly-available records concerning the top 100 American companies, as listed in *Fortune*, as well as the companies' subsidiaries and related, affiliated entities. For example, Home Depot, Inc. owns Interline Brands, which uses an arbitration clause with its employees. For purposes of the 80% figure, a *Fortune* 100 company is treated as having an arbitration clause if one of its subsidiaries uses an arbitration clause in the workplace. Out of these 80 companies, 39, or almost half, have used class waivers.

Furthermore, for purposes of the 80% figure, the study includes representatives, agents, and independent contractors of the *Fortune* 100 companies and in some cases, workers of affiliated companies. For example, the cases cited for New York Life Insurance and the other insurance companies in the study involve what appear to be independent agents or representatives for the company. Similarly, Nike is listed as using arbitration in connection with workplace disputes because there is a reported case where a sales representative for a designated territory challenged an arbitration clause. The case cited for Amazon.com involves delivery truck drivers who allege they are improperly classified as independent contractors. Also, the Dow Chemical and Exxon Mobil cases involve maintenance workers who technically were hired by another employer, but who did work on behalf of the *Fortune* 100 company at the facilities of the *Fortune* 100 company. The Exxon Mobil case involves an employee of a maintenance company that appears to enter into long-term contracts with Exxon

Mobil, and the maintenance or staffing company assigned the employee at issue to an Exxon facility for a two-year period, such that Exxon was alleged to be a joint employer of the worker bound by the arbitration clause. Similarly, the American Airlines case involves a skycap who served American Airlines customers, but who technically was employed by an aviation staffing agency that entered into a contract with American Airlines.

Likewise for Ford and General Motors, both top 10 companies, there are no reported cases involving individual arbitration agreements with workers who are direct employees of either company. However, car dealerships closely affiliated with these automobile manufacturers use arbitration clauses for their own employees. For purposes of the 80% figure, both Ford and General Motors are listed as having arbitration clauses because an affiliated dealership uses such clauses. Similarly, Verizon relies on retail stores which appear to be independently-owned and which are not subsidiaries of Verizon, but such retail stores often serve as exclusive agents who sell only Verizon products or services. Because such a retail store closely affiliated with Verizon uses arbitration agreements with its own employees, Verizon is listed in the study as having an arbitration clause for

purposes of the 80% finding. This study refers to these workers as "affiliated" workers, which includes agents, representatives, or independent contractors of the *Fortune* 100 company, as well as employees of affiliated entities.

We have concluded that it is reasonable to rely on a broad, inclusive, flexible concept of a worker in part because the companies benefited from these affiliated workers. Additionally, courts in some cases have permitted non-signatories to a contract containing an arbitration clause to enforce those terms against third parties, thereby allowing companies to impose arbitration on workers those companies did not technically employ.[iv] Because companies frequently advance aggressive legal arguments regarding non-signatories that are sometimes accepted by courts, it is only fair to use a flexible, inclusive concept of a worker for purposes of this study.

Conservative Estimates Find Over Half Of The *Fortune* 100 Imposes Forced Arbitration On Workers

Concerns about forced arbitration focus on workers who have no meaningful choice or no bargaining power to reject a "take-it-or-leave-it" arbitration agreement. Although a cursory review of the data in the Appendix provides examples of forced arbitration, such as where a mandatory arbitration provision is incorporated as part of the onboarding process, it is not possible to determine with certainty whether a particular worker had the bargaining power to reject or modify an arbitration clause. **Nevertheless, taking a conservative view of the underlying, publicly-available evidence, over half of the companies in the *Fortune* 100 appear to have imposed arbitration on their workers through a forced arbitration clause.**[v]

IV. Applying A Narrower Definition Of Worker, The Use Of Arbitration Remains Widespread Among *Fortune* 100

If one opted for a narrower definition of employee, one could eliminate the "affiliated" workers from the study. Line drawing who counts as an appropriate worker for this study can be difficult and subject to some reasonable debate. However, by eliminating workers who appear to be classified as independent contractors or agents of *Fortune* 100 companies, or employees of affiliated companies, it appears that a line can be drawn to eliminate 14 of the 15 companies with arbitration clauses where the connection to the *Fortune* 100 company may arguably be less compelling, such as the examples above where a staffing company or other third-party provides a maintenance worker for a Dow Chemical factory, or where an aviation staffing company employs a skycap to serve American Airlines customers. Verizon is the one company identified that utilized arbitration clauses in multiple contexts, inserting them into contracts with both affiliated workers and executives.

Under a more conservative view eliminating those 14 companies involving affiliated workers,[vi] 66 companies out of the top 100 companies in America use arbitration agreements in connection with workplace-related disputes, and of these 66 arbitration agreements, 32, or almost half of the 66, contain class waivers (48.4% of the 66). However, as mentioned above, arbitration law supports a broader, more flexible concept of a worker for purposes of this study, because courts may sometimes allow non-signatories, such as a company that relies on a staffing service for workers, to enforce arbitration clauses.

Use Of Arbitration For Disputes Involving Executives

There is an issue whether this study should include all workers, or whether executives or top-level managers with arbitration clauses should be excluded from the study. It is not entirely certain, but individual executives may have bargaining power to reject or modify an arbitration clause proposed by an employer. **It is workers who lack bargaining power who are most vulnerable and at risk for being bound by a harsh, one-sided arbitration clause.**

The 80% key figure mentioned above includes both executives and non-executives. Some cases in this report involved workers who appear to be identifiable as executives for a company. Out of the 80 companies with arbitration clauses in this study, there are 15 companies where the only arbitration clause that was readily and publicly available involved what appears to be an executive.[vii] Eliminating these 15 companies from the 80 with arbitration clauses results in the following figures regarding non-executive workers: 65% of the top 100 companies use arbitration clauses in connection with workplace disputes involving

non-executive workers, and of these 65 companies with arbitration clauses, 37 of these clauses have class waivers (56.9% out of the 65).

Limited To The Narrowest Definition Of "Employee," Our Research Indicates That Half Of The *Fortune* 100 Companies Have Used Arbitration To Resolve Disputes With Their Employees

For an even more conservative snapshot of how many *Fortune* 100 companies use arbitration clauses in the workplace, one may eliminate both the "affiliated workers" with arbitration clauses and executives with arbitration clauses as mentioned above. Eliminating both affiliated workers and executives from the study results in a total of 30 companies with arbitration clauses being subtracted from the original group of 80, leaving 50 companies with arbitration clauses for workplace-related disputes.[viii] Of these 50 companies, 29 (or 58%) have used arbitration clauses including class waivers.

Forced Arbitration Silences Victims Of Workplace Sexual Harassment And Violence

One of the most insidious aspects of forced arbitration is that it keeps corporate wrongdoing out of the public light. In particular, when bound by a forced arbitration clause, employees who have suffered sexual harassment or violence at work are left with no meaningful way to tell their stories, vindicate their workplace rights, or hold serial abusers accountable.

Sandra Nichols worked as a full time Sales Representative for Lilliston Ford of Kingston, an affiliate of Ford Motors. During her time there, Sandra experienced persistent sexual harassment from a coworker. The man started out by making unwanted sexually charged comments, but his behavior eventually escalated to forcible kissing and groping. Over a period of months, Ms. Nichols repeatedly complained to both her manager and the owner of the dealership, all to no avail.

When the company was sold to Murray Ford, Ms. Nichols allegedly reported the harassment within three days of the change of ownership. Upon taking control, the new owners made all the existing employees sign a forced arbitration contract as a condition of keeping their jobs. Sandra did so, and less than two weeks later, in what appears to be an act of retaliation, Murphy Ford fired her. Sandra sued, but the company used the forced arbitration clause to suppress her claim.

Veronica James endured widespread sexual harassment and sexual violence while working at an oil refinery owned and operated by Exxon Mobile Corp. ("Exxon"). Among 100 employees working at the Louisiana plant, Ms. James was the sole female employee. She worked at the refinery as a member of the maintenance crew through Turner Industries ("Turner"), a company that staffed the overwhelming majority of positions at the refinery in order to reduce Exxon's labor costs.

While Veronica worked at the Exxon facility, she was repeatedly subjected to grotesque levels of sex discrimination and sexual violence. She endured a constant barrage of crude, sexual remark. She repeatedly withstood men using the bathroom in front of her, groping her, and even masturbating in front of her. Despite her repeated complaints, the harassment persisted. Disgustingly, Veronica was allegedly forced to perform oral sex on the very supervisor to whom she complained.

Finally, Veronica decided to take her grievances up the chain of command. Two days after making her intentions known, the company laid Veronica off work. Veronica sued Turner and Exxon, alleging in her legal complaint, among other things, that she was fired in retaliation for attempting to report her experiences. Turner invoked an arbitration clause in its employment contract to force the most despicable details out of the public light. Shortly thereafter, despite never having entered an arbitration contract with Veronica, Exxon successfully invoked that same employment arbitration clause, effectively preventing Veronica from ever being able to air her story or obtain justice in a public court of law.

VI. Conclusion

Whether one uses a broad, inclusive definition of worker, or a more conservative view of worker (excluding affiliated workers, executives, or both), at least half (50%) to a significant majority (80%) of the top 100 companies in America have used arbitration in connection with workplace-related disputes since 2010. Of these workplace-related arbitration clauses, half of them or more contain class waivers, and over half appear to be imposed through forced arbitration.[ix]

In conclusion, it has become increasingly difficult for American workers to access the public justice system because arbitration clauses have permeated the majority of the leading companies in America. Because of forced arbitration, critical wage claims and civil rights claims—which can deeply impact vulnerable workers—may never be heard in a public, open court, where employee plaintiffs are guaranteed important procedural protections, such as broad discovery rights to collect evidence of wrongdoing, the ability to proceed as a class, the right to a jury of peers, and full appellate rights. To add insult to injury, a worker who has been wronged by his or her employer may feel doubly wronged by America's system of justice when a court refuses to hear the worker's pleas. The widespread use of forced arbitration threatens to undermine public confidence and trust in the American justice system.

America's arbitration laws were never intended to cover workplace disputes. The drafters of the Federal Arbitration Act in the 1920s wisely intended to exclude all employment disputes from arbitration, but the U.S. Supreme Court in recent decades has egregiously and repeatedly misconstrued this law.[x] It is hoped that this study can inform the decisions of judges, legislators, policymakers, academics, and others as they continue to study and consider the use of arbitration for workplace-related disputes.

If you have any questions regarding this report, please contact the author, Prof. Imre Szalai, at iszalai@loyno.edu, or reach out to the staff of The NELA Institute at info@employeerightsadvocacy.org.

Endnotes

[i] The rankings come from the top 100 companies set forth in the *Fortune* 500 list of 2017. These companies are ranked based on total revenues for their respective fiscal years. For a description of the methodology used by *Fortune* magazine to develop the rankings, please see http://fortune.com/fortune500/list.

[ii] To understand the economic power these companies wield, one should realize that the entire Gross Domestic Product (GDP) for the United States was about 18.6 trillion dollars in 2016, https://data.worldbank.org/indicator/NY.GDP.MKTP.CD. The combined annual revenues of these companies represent more than 40% of America's GDP.

[iii] Note that even though an arbitration clause is silent and may not contain an explicit class waiver, companies may still argue that a silent clause prohibits class proceedings. Many courts construe a silent arbitration clause as having an implied class waiver. *See, e.g.*, Myers v. TRG Customer Sols., Inc., 2017 WL 3642295 (M.D. Tenn. Aug. 24, 2017) (silent arbitration clause implicitly bars class proceedings).

[iv] *See, e.g.*, *Lyddy v. Dow Chem. Co.*, 2010 WL 173643 (Mich. Ct. App. Jan. 19, 2010) (allowing Dow to compel arbitration of a worker's claims even though Dow was a non-signatory of the arbitration agreement between the worker and a third-party employer); *see also James v. Turner Indus.*, 2014 WL 3726615 (M.D. La. June 30, 2014) (motion to compel arbitration filed by Exxon Mobil as a non-signatory).

[v] The data supporting this assertion is on file with The Institute. Our results are similar to those found in another recent study examining the use of forced arbitration in the workplace, which found that 53.9% of nonunion private-sector employers impose mandatory arbitration procedures on workers as a condition of employment. *See* ALEXANDER J.S. COLVIN, THE GROWING USE OF MANDATORY ARBITRATION (Economic Policy Institute 2017), available at http://www.epi.org/publication/the-growing-use-of-mandatory-arbitration/.

[vi] The 14 companies eliminated under a more conservative view are: Exxon Mobil (maintenance worker hired by another company to work at an Exxon facility for two years); United Health Group (marketing representative); General Motors (employee of an affiliated dealership); Ford Motor (same); Amazon.com (delivery truck drivers alleged to be misclassified as independent contractors); Johnson & Johnson (operations supervisor employed by a staffing company); Prudential Financial (agent); Dow Chemical (maintenance worker hired by third party for Dow facility); New York Life Insurance (agent); American Airlines Group (skycap hired by aviation staffing company to serve American Airlines customers); Nationwide (agent); Allstate (agent); Nike (sales representative); and Northwestern Mutual (agent). Verizon, which uses affiliated sales representatives who allege they are misclassified as independent contractors, should not be eliminated from the overall number of companies identified because Verizon also uses arbitration clauses in their executive contracts.

[vii] The 15 companies involving executives with an arbitration clause are: Express Scripts, Alphabet, Microsoft, Phillips 66, Dell Technologies, Disney, Humana, Centene, Merck, Delta Air Lines, Honeywell International, Goldman Sachs Group, Exelon, Rite Aid, and Time Warner. As noted in endnote vi, Verizon also uses arbitration clauses with affiliated workers. Because its use of arbitration is not limited solely to executive contracts, it should not be eliminated under this metric.

[viii] In endnotes 6 and 7 above, there are 14 companies with affiliated workers with arbitration clauses, and 15 companies with executives with arbitration clauses, and therefore, it would seem that one would exclude 29 companies from the group of 80 with arbitration agreements if one desires to exclude both affiliated workers and executives. However, the correct number to subtract from the 80 companies is 30. There is one company, Verizon, which has both an executive with an arbitration clause, as well as an affiliated worker with an arbitration clause. As a result, when excluding only affiliated workers from the broader group of 80 companies with arbitration clauses, Verizon was still listed as a company with an arbitration clause because there is a direct employee of Verizon, albeit an executive, with an arbitration clause. Similarly, and vice-versa, when excluding only executives with arbitration clauses from the broader group of 80 companies with arbitration clauses, Verizon is still listed as a company with an arbitration clause because Verizon still has an affiliated worker with an arbitration clause. From the group of 80 companies whose workers have arbitration clauses, when one subtracts both executives and affiliated workers from the analysis, there are 50 remaining companies in the study with arbitration clauses.

[ix] Using a broad, inclusive concept of worker, there are 80 companies with arbitration agreements in this study, and 39 out of these 80 arbitration agreements, or 48.75% of 80, contain class waivers. When one excludes affiliated workers from the 80 companies with arbitration clauses, 32, or almost half, of the 66 remaining arbitration clauses contain class waivers (48.4% of the 66). When one excludes executives from the 80 companies, 37 of the remaining 65 companies with arbitration clauses use class waivers (56.9% out of the 65). Excluding both executives and affiliated workers from the group of 80 companies leaves 50 companies with arbitration agreements, and of these remaining 50 companies with arbitration agreements, 29 of the 50 (or 58% of the 50) have class waivers. Thus, regardless of how one construes the concept of worker, almost half of the arbitration clauses in this study, or more, contain explicit class waivers. Again, there is a possibility that all of these numbers may understate the number of companies with arbitration clauses or the percentage of clauses with class waivers because the study relies exclusively on publicly-available information.

[x] *See generally* IMRE S. SZALAI, OUTSOURCING JUSTICE: THE RISE OF MODERN ARBITRATION LAWS IN AMERICA (2013) (exploring the history of the enactment of the Federal Arbitration Act through archival materials from the drafters of the statute and demonstrating that the drafters never intended the statute to cover employment disputes).

Appendix

This Appendix sets forth America's Top 100 companies for 2017 as published by *Fortune* magazine in three categories: 1) companies that have no publicly-available record of using arbitration clauses for workplace-related disputes; 2) companies that have a public record of an arbitration clause for workplace-related disputes, but which have no public record of having employed a class or collective action ban, and are, thus, "silent" as to class waivers; and 3) companies that have utilized workplace arbitration clauses with class and collective action bans.

Among those companies that do utilize an arbitration provision, the data below identifies 1) the company name; 2) type of worker affected by the provision (whether they are an executive, direct employee of the company, or affiliated worker, as defined in the report); 3) the nature of the relationship between the proponent of the identified arbitration provision and the company (whether the proponent is an affiliated company, a subsidiary of the company, or the company itself); 4) the type of document containing the arbitration provision; and 5) the source of our information verifying that company's use of an arbitration provision. If the source of our information was a legal action, such as a Motion to Compel Arbitration, the nature of the underlying legal claim has also been provided. In a small number of cases, we identified multiple instances of a company using an arbitration provision. In those circumstances, we included multiple entries for the given company.

Fortune 100 Companies Without a Discovered Workplace Arbitration Clause

Apple	Marathon Petroleum
McKesson	Caterpillar
AmerisourceBergen	Liberty Mutual Insurance Group
Cardinal Health	Massachusetts Mutual Life Insurance
Walgreens Boots Alliance	TIAA
Boeing	Tyson Foods
Freddie Mac	United Continental Holdings
MetLife	Publix Super Markets
Archer Daniels Midland	CHS
United Technologies	3M

*Copies of supporting documents on file with The NELA Institute and available upon request.

Fortune 100 Companies With a Workplace Arbitration Clause, But Silent on Class Waivers

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Company & Identified Employer	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim
Walmart	Direct Employee	Same Entity	Texas Injury Care Benefit Plan	Quick v. Wal-Mart Stores, Inc., 2017 WL 2422928 (S.D. Tex. June 2, 2017)	Negligence
Costco	Direct Employee	Same Entity	Dispute Resolution Policy	Costco Texas Dispute Resolution Program*	N/A
Express Scripts Holding	Executive	Same Entity	Executive Employment Agreement	SEC Filing of Employment Agreement	N/A
Microsoft	Executive	Same Entity	Executive Retirement Agreement	Executive Severance Agreement Filed With SEC	N/A
Anthem	Direct Employee	Same Entity	Employment Application & Handbook	Goldin v. Anthem Blue Cross, 2012 WL 12878730 (C.D. Cal. Nov. 29, 2012)*	Wage & Hour Violations
State Farm Insurance Cos.	Direct Employee	Same Entity	Employment Document: "State Farm Securities Product Agreement"	Edens v. State Farm Mutual Automobile Insurance Company, 2010 WL 4233580 (N.D.Ga. Sept. 21, 2010)*	Wage & Hour Violations
Phillips 66	Executive	Same Entity	Phillips 66 Executive Severance Plan	Executive Severance Plan	N/A
Proctor & Gamble	Direct Employee	Same Entity	Severance Agreement	Procter & Gamble 2014 U.S. Separation Program	N/A
Valero Energy	Direct Employee	Same Entity	Employment Application & Company Dispute Resolution Program	Parrish v. Valero Retail Holdings, Inc., 727 F. Supp. 2d 1266 (D.N.M. 2010).	Disability Discrimination
Target	Direct Employee	Same Entity	Occupational Injury Benefit Plan	Revilla v. Target Corp. Inc., 2014 WL 11484970 (N.D. Tex. Dec. 5, 2014)(Order Den. Mot. Compel Arb.).*	Negligence

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Company & Identified Employer	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim
Dell Technologies	Executive	Subsidiary (EqualLogic, Inc.)	Employment Contract	EqualLogic, Inc. v. Shea, 2011 WL 12541806 (N.H.Super. Jan. 26, 2011)	Breach of Contract
PepsiCo	Direct Employee	Subsidiary (Rolling Frito-Lay Sales, LP)	Employee Handbook	Watkins v. Rolling Frito-Lay Sales, Tex. App., 5th Dist.(June 21, 2017).	Wrongful Termination
UPS	Direct Employee	Same Entity	Severance Agreement	Wall v. United Parcel Serv., Inc., 2013 WL 3835330 (N.J. Super. Ct. App. Div. July 26, 2013)	Age Discrimination
Intel	Direct Employee	Subsidiary (McAfee, Inc.)	Employment Application	Reichner v. McAfee, Inc., 2012 WL 959365 (E.D. Pa. Mar. 21, 2012)	Age Discrimination
Prudential Financial	Affiliated Worker	Affiliated Company (Sandvold & Associates)	Agent Subject to FINRA Dispute Resolution	Prudential Ins. Co. of Am. v. Sandvold, 845 F. Supp. 2d 971 (D. Minn. 2012)	Breach of Contract & Trade Secrets
Albertsons Cos.	Direct Employee	Same Entity	Workplace Injury Benefit Plan	Albertson's Holdings, LLC v. Kay, 514 S.W.3d 878 (Tex. App. 2017)	Negligence & Loss of Consortium
Disney	Executive	Subsidiary (Marvel Studios)	Employment Contract	https://www.sec.gov/Archives/edgar/data/933730/000111667908001227/ex10-1.htm	N/A
Humana	Executive	Same Entity	Employment Contract	https://www.sec.gov/Archives/edgar/data/49071/000119312511296372/d250478dex101.htm	N/A
Lockheed Martin	Direct Employee	Same Entity	New Hire Employment Documents	Ernest v. Lockheed Martin Corp., 2010 WL 3516639 (D. Colo. Sept. 1, 2010)	Violations of the Uniformed Services Employment and Reemployment Rights Act

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Company & Identified Employer	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim
FedEx	Direct Employee	Same Entity	Arbitration Contract	Walker v. FedEx Office & Print Servs., Inc., 123 A.3d 160 (D.C. 2015)	Race & Gender Discrimination & Retaliation
Cisco Systems	Direct Employee	Same Entity	Employment Contract	Hayden v. Cisco Sys., Inc., 2014 WL 4364900 (D. Conn. Sept. 2, 2014)	Age Discrimination
Dow Chemical	Affiliated Worker	Affiliated Company (Gulf States, Inc.)	Employment Application & Employee Handbook	Lyddy v. Dow Chem. Co., 2010 WL 173643 (Mich. Ct. App. Jan. 19, 2010)	Tortious Interference With A Contractual Relationship & Retaliation
HCA Holdings	Direct Employee	Subsidiary (Conroe Regional Hospital)	Dispute Resolution Policy	Rodgers-Glass v. Conroe Hosp. Corp., 2015 WL 4190598 (S.D. Tex. July 10, 2015)	Age & Disability Discrimination & Violations of the Family Medical Leave Act
Centene	Executive	Subsidiary (MHN Government Services, Inc.)	Employment Contract	Brown v. MHN Gov't Servs., Inc., 306 P.3d 948 (2013)	Wage & Hour Violations
American Airlines Group	Affiliated Worker	Affiliated Company (G2 Secure Staff, LLC)	Employment Contract	DiFiore v. Am. Airlines, Inc., 646 F.3d 81 (1st Cir. 2011)	Wage & Hour Violations
Nationwide	Affiliated Worker	Same Entity	Securities Agreement	Garbinski v. Nationwide Mut. Ins. Co., 2011 WL 3164057 (D. Conn. July 26, 2011)	Unfair Trade Practices, Misrepresentation, & Interference With Business Expectancy
Merck	Executive	Subsidiary (Cubist Pharmaceuticals)	Executive Retention Letter	https://www.sec.gov/Archives/edgar/data/912183/000119312514447759/d839956dex99e17.htm	N/A
Delta Air Lines	Executive	Same Entity	2017 Long-Term Incentive Program	https://www.sec.gov/Archives/edgar/data/27904/000002790417000008/dal3312017ex103.htm	N/A

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Company & Identified Employer	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim
Honeywell International	Executive	Same Entity	Business Continuity Agreement	https://www.sec.gov/Archives/edgar/data/773840/000093041316007513/c85452_ex99-1.htm	N/A
Energy Transfer Equity	Direct Employee	Subsidiary (Energy Transfer Partners)	Dispute Resolution Policy	Adams v. Energy Transfer Partners, 2017 WL 2349028 (S.D. Tex. Apr. 3, 2017)	Wrongful Termination & Retaliation
Oracle	Direct Employee	Same Entity	Employment Contract	Oracle Corp. v. Wilson, 2017 WL 3634611 (S.D.N.Y. Aug. 22, 2017)	Breach of Contract
Allstate	Affiliated Worker	Same Entity	Registered Representative Agreement	Coomes v. Allstate Ins. Co., 2011 WL 4005325 (S.D. Ohio Aug. 9, 2011)*	Fraudulent Inducement
Nike	Affiliated Worker	Subsidiary (Hurley International, LLC)	Sales Representative Agreement	Gonzales v. Hurley International, LLC, No. 10-CV-01919 (D. Puerto Rico Dec. 21, 2010)	Wrongful Termination
Exelon	Executive	Subsidiary (Constellation Energy Group)	Employment Contract	Werner v. Constellation Energy Group, 2013 WL 169808* (S.D.Tex. Jan. 3, 2013)	Breach of Contract
Rite Aid	Executive	Same Entity	Employment Contract	https://www.sec.gov/Archives/edgar/data/84129/000110465916088371/a15-24100_1ex10d2.htm	N/A
Gilead Sciences	Direct Employee	Subsidiary (Pharmasset, Inc.)	New Hire Employment Documents	Clark v. Schinazi, No. 5:09-cv-1789-SLB (N.D. Ala. Sept. 7, 2010)*	Patent & Employment Contract Dispute
Time Warner	Executive	Same Entity	Employment Contract	https://www.sec.gov/Archives/edgar/data/1591517/000119312514031222/d627840dex105.htm	N/A

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Company & Identified Employer	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim
Northwestern Mutual	Affiliated Worker	Same Entity	Independent Contractor Agreement	Landa v. Northwestern Mutual Investment Services, No. 3:16-cv-01538 (D. Conn. Oct. 10, 2016) (Mot. Compel Arb.).*	Breach Of Contract
Facebook	Direct Employee	Same Entity	Employment Agreement	Duffy v. Facebook, Inc., 2017 WL 1739109 (N.D. Cal. May 4, 2017)	Race Discrimination
Wells Fargo	Direct Employee	Subsidiary (Wells Fargo Advisors, LLC)	Employment Agreement	Casares v. Wells Fargo Bank, N.A., 2017 WL 3394481 (D.D.C. Aug. 7, 2017).	Disability & National Origin Discrimination
Bank of America	Direct Employee	Same Entity	Employment Document - Form U4	Harajli v. Bank of Am., N.A., 2014 WL 4965912 (E.D. Mich. Oct. 2, 2014)	National Origin & Religious Discrimination & Defamation

*Copies of supporting documents on file with The NELA Institute and available upon request.

Fortune 100 Companies With a Workplace Arbitration Clause Containing a Class Waiver

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Identified Employer & Company	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim(s)
Berkshire Hathaway	Direct Employee	Affiliated Company (HomeServices Of America, Inc.)	Human Resources Policy	https://www.midamerican.com/ess/policies/hsoa/hsoa_hr_policy40.pdf	N/A
Exxon Mobil	Affiliated Worker	Affiliated Company (Turner Industries)	New Hire Employment Documents	James v. Turner Indus., 2014 WL 3726615 (M.D.La. June 30, 2014)(Mot. Dism. & Comp. Arb).*	Sexual Harassment & Retaliation
CVS Health	Direct Employee	Same Entity	Dispute Resolution Policy	Elmore v. CVS Pharmacy, Inc., 2016 WL 6635625 (C.D. Cal. Nov. 9, 2016)	Wage & Hour Violations, Retaliation, & Wrongful Termination
General Motors	Affiliated Worker	Affiliated Company (Carl Black Chevrolet of Nashville, LLC)	New Hire Employment Documents	Nelson v. Carl Black Chevrolet of Nashville, LLC, 2017 WL 3298327 (M.D. Tenn. Aug. 2, 2017)	Whistleblower Retaliation
AT&T	Direct Employee	Subsidiary (Southwestern Bell Telephone Company)	Electronic Employment Policy	Karzon v. AT & T, Inc., 2014 WL 51331 (E.D. Mo. Jan. 7, 2014)	National Origin, Ethnicity, & Religious Discrimination
Ford Motor	Affiliated Worker	Affiliated Company (Murray Ford of Kingsland, Inc.)	Continued Employment Contract	Nichols v. Murray Ford of Kingsland, Inc. Dist. Court, SD Georgia 2017	Sexual Harassment & Retaliation
Amazon.com	Affiliated Worker	Same Entity	Amazon Flex Independent Contractor Terms Of Service	Rittmann v. Amazon.com, Inc., 2017 WL 881384 (W.D. Wash. Mar. 6, 2017)	Misclassification Of Employment Status & Wage & Hour Collective Action
General Electric	Direct Employee	Same Entity	Dispute Resolution Policy	Sanchez v. Gen. Elec. Co., 2016 WL 3959161 (S.D. Tex. July 22, 2016)(Order Granting Mot. Comp. Arb.)	Wage & Hour Collective Action

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Identified Employer & Company	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim(s)
Verizon	Affiliated Employee	Affiliated Company (Cellular Sales of Knoxville)	Sales Compensation Agreement	Newbanks v. Cellular Sales of Knoxville, Inc., 548 F. App'x 851 (4th Cir. 2013)	Wage & Hour Violations
Verizon	Executive	Same Entity	2012-2014 Long Term Incentive Plan	https://www.sec.gov/Archives/edgar/data/732712/000119312512186263/d317161dex10a.htm	N/A
Kroger	Direct Employee	Same Entity	Employment Application	Cruise v. Kroger Co., 183 Cal. Rptr. 3d 17 (Cal. Ct. App. 2015)	Sex & Race Discrimination, Retaliation, & Wrongful Termination
Chevron	Direct Employee	Same Entity	Company Dispute Resolution Policy	Kruzich v. Chevron Corp., 2011 WL 6012959 (N.D. Cal. Dec. 1, 2011)	Wrongful Termination & Retaliation
Fannie Mae	Direct Employee	Same Entity	Company Dispute Resolution Policy	Prowant v. Fed. Nat'l Mortg. Ass'n, 2017 WL 2378016 (N.D. Ga. May 31, 2017)	Wage & Hour Violations
J.P. Morgan Chase	Direct Employee	Same Entity	New Hire Employment Documents	Ryan v. JPMorgan Chase & Co., 924 F. Supp. 2d 559 (S.D.N.Y. 2013)	Wage & Hour Violations
Home Depot	Direct Employee	Subsidiary (Interline Brands)	Service Provider Agreement & Employee Handbook	Foshey Sr v. Home Depot, Inc., 2013 WL 12210107 (D. Mass. Aug. 26, 2013).*	Misclassification Of Employment Status, Improper Taxation, & Wage & Hour Violations
Alphabet	Executive	Subsidiary (Waymo, LLC)	Employment Contract	Waymo LLC v. Uber Techs., Inc., 870 F.3d 1342 (2017)	Trade Secrets & Patent Violations
Citigroup	Direct Employee	Same Entity	Dispute Resolution Policy	Jaludi v. Citigroup, 2016 WL 4528352 (M.D. Pa. Aug. 30, 2016)	Whistleblower Retaliation
Comcast	Direct Employee	Same Entity	Dispute Resolution Policy	Garcia v. Comcast Cable Commc'ns Mgmt. LLC, 2017 WL 1210044 (N.D. Cal. Mar. 31, 2017)	Wage & Hour Violations

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Identified Employer & Company	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim(s)
IBM	Direct Employee	Subsidiary (SoftLayer Tech., Inc.)	Employment Contract	White v. SoftLayer Techs., Inc., 2015 WL 5052365 (N.D. Tex. Aug. 27, 2015)	Race Discrimination & Retaliation
Johnson & Johnson	Affiliated Worker	Affiliated Company (Kelly Services, Inc.)	Employment Application	Noye v. Johnson & Johnson, 2016 WL 4678999 (M.D. Pa. Sept. 7, 2016)(Mem. Supp. Mot. Compel Arb.)*	Violations of the Fair Credit Reporting Act
Lowe's	Direct Employee	Same Entity	New Hire Employment Documents	Asfaw v. Lowe's HIW, Inc., 2014 WL 1928612 (C.D. Cal. May 13, 2014).*	National Origin & Age Discrimination, Wage & Hour Violations, Retaliation, & Wrongful Termination
Aetna	Direct Employee	Same Entity	Dispute Resolution Policy	Stover-Davis v. Aetna Life Ins. Co., 2016 WL 2756848 (E.D. Cal. May 12, 2016)	Disability Discrimination, Retaliation, & Wrongful Termination
Sysco	Direct Employee	Same Entity	New Hire Employment Documents	Lenhardt v. Sysco Corp., 2017 WL 1162168 (D. Mont. Mar. 28, 2017)	Unpaid Severance & Relief From Non-Compete Agreement
Hewlett Packard Enterprise	Direct Employee	Same Entity	Workforce Reduction Plan	Benedict v. Hewlett-Packard Co., 2016 WL 1213985 (N.D. Cal. Mar. 29, 2016)	Wage & Hour Collective Action
HP	Direct Employee	Same Entity	Workforce Reduction Plan	Forsyth v. HP Inc., 2016 WL 9113665 (N.D.Cal. Nov. 14, 2016)	Age Discrimination
Coca-Cola	Direct Employee	Same Entity	Dispute Resolution Policy	Gragston v. Coca-Cola Refreshments, 2015 WL 4999260 (S.D. Ohio July 27, 2015)	Sex & Race Discrimination
New York Life Insurance	Affiliated Worker	Same Entity	New Hire Employment Documents	Gold v. New York Life Ins. Co., 2017 WL 3026906 (N.Y. App. Div. July 18, 2017)	Wage & Hour Collective Action

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Identified Employer & Company	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim(s)
Cigna	Direct Employee	Same Entity	Dispute Resolution Policy	Karp v. CIGNA Healthcare, Inc., 882 F. Supp. 2d 199 (D. Mass. 2012)	Gender Discrimination
Best Buy	Direct Employee	Same Entity	Dispute Resolution Policy	Dugan v. Best Buy Co. Inc., 2017 WL 3442807 (N.J. Super. Ct. App. Div. Aug. 11, 2017)	Age Discrimination
Morgan Stanley	Direct Employee	Same Entity	Dispute Resolution Policy	Grant v. Morgan Stanley Smith Barney LLC, 2017 WL 1044484 (S.D. Fla. Mar. 20, 2017)	Age Discrimination & Retaliation
GoldmanSachs Group	Executive	Same Entity	Employment Contract	Nate Raymond, Goldman Seeks To Force Ex-Employee In Fed Leak Case To Arbitrate, REUTERS (Aug. 18, 2016, 2:46 PM).	Recovery of Legal Fees
American Express	Direct Employee	Same Entity	New Hire Employment Documents	Maestre v. Am. Express Co., 2014 WL 12605504 (S.D. Fla. Nov. 18, 2014)(Order Granting Mot. Comp. Arb.).*	Wage & Hour Violations, Disability Discrimination, & Violations Of The Family Medical Leave Act
TJX	Direct Employee	Same Entity	New Hire Employment Documents	https://tjx.mycompliancemanager.com/documents/TJX_Your_Voice_New_Hire_Arbitration_Agreement.pdf	N/A
General Dynamics	Direct Employee	Same Entity	Arbitration Contract	Samaan v. Gen. Dynamics Land Sys., Inc., 2014 WL 4829536 (E.D. Mich. Sept. 29, 2014)	Retaliation for Whistleblowing

*Copies of supporting documents on file with The NELA Institute and available upon request.

Company Name	Type of Worker Bound By Arbitration Provision	Relationship Between Identified Employer & Company	Type of Document Containing Arbitration Provision	Source of Information Verifying Company Arbitration Provision Exists	If Legal Action Identified, Nature of Underlying Claim(s)
Charter Commc'ns	Direct Employee	Subsidiary (Time Warner Cable, Inc.)	Online Job Application	Landry v. Time Warner Cable, Inc., 2017 DNH 152 - Dist. Court, D. New Hampshire 2017	Wrongful Termination, Whistleblower Retaliation, & Violations of the Fair Credit Reporting Act
Travelers Cos.	Direct Employee	Same Entity	Employment Contract	Hayes v. Travelers Indem. Co., 2012 WL 5285775 (E.D. Mo. Oct. 25, 2012)	Age Discrimination & Wrongful Discharge
Capital One Financial	Direct Employee	Same Entity	Employment Contract	Mills v. Capital One, N.A., 2015 WL 5730008 (S.D.N.Y. Sept. 30, 2015)	Wage & Hour Collective Action
UnitedHealth Group	Affiliated Worker	Same Entity	Dispute Resolution Policy	Hamoudeh v. Unitedhealth Grp. Inc., 2016 WL 2894870 (E.D.N.Y. May 17, 2016)	Wage & Hour Collective Action
Pfizer	Direct Employee	Same Entity	Mandatory Employment Documents	Pfizer, Inc., 07-CA-176035, 10–CA–175850 (Locke, ALJ) (Jan. 10, 2017)	Violations of the National Labor Relations Act
AIG	Direct Employee	Same Entity	Dispute Resolution Policy	Garcia-Clara v. AIG Ins. Co. Puerto Rico, 2016 WL 1261058 (D.P.R. Mar. 30, 2016)	Age Discrimination

*Copies of supporting documents on file with The NELA Institute and available upon request.