

[COMPANY NAME]

ARBITRATION AGREEMENT

Although [COMPANY NAME] (the “Company”) hopes that employment disputes will not occur, the Company believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

This Arbitration Agreement (“Agreement”) is governed by the Federal Arbitration Act (“FAA”), unless a FAA exclusion applies or as expressly provided otherwise below. The California Arbitration Act (“CAA”) shall govern this Agreement in the event that a FAA exclusion applies. The parties agree that nothing in this Agreement shall be construed as an intent or desire by any party to opt-out of the application of the FAA, or any portion of the FAA, where it will otherwise apply. By entering into this Agreement, the Company and the undersigned Employee are waiving the right to a jury trial for most employment related disputes. The Employee further understands that entering into this Agreement does not alter the Employee’s at will employment with the Company.

The Company and the undersigned Employee hereby agree that any dispute with any party (including, but not limited to, the Company, its affiliates, successors, representatives, and related entities, including any entities where Employee has been sent to work by Company) arising out of or in any way related to Employee’s application for employment and employment with the Company shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Employee.

The arbitration requirement does apply to all statutory, contractual and/or common law claims arising from employment with the Company where permitted by law including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant, tort claims, claims for retaliation or discrimination of any kind, or harassment (excluding pre-dispute claims for sexual harassment or sexual assault pursuant to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (“EFAA”)), including claims based on any and all characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal, state or local statute, rule or ordinance covering these subjects;
- Claims for violation of any statutory leave law, including but not limited to, the federal Family and Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), California Pregnancy Disability Leave (“PDL”) or any related federal, state or local statute, rule or ordinance;
- Violations of confidentiality or breaches of trade secrets;

- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law; and
- Claims made against the Company or any of its subsidiary or affiliated entities, or its individual officers, directors or employees, or any entity where Employee is sent to work, for any matters arising out of any of the above claims.

This Agreement does not cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (“EEOC”) or federal Department of Labor (“Wage and Hour Division”), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency’s jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee’s dispute rather than pursuing a claim with an administrative agency;
- Workers’ Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan;
- Claims for pre-dispute sexual harassment or sexual assault as defined the EFAA, unless the parties agree, post-dispute and in writing, to arbitrate those claims; and
- Claims that by law may not be arbitrated, unless they are covered by the FAA.

Waiver of Representative Actions. Except as otherwise required by applicable law, the parties agree that they are expressly precluded from filing, participating in or joining in any and all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, and that all such claims shall be conducted on an individual basis, and not as a joint action, class action, representative Labor Code Private Attorneys General Act (“PAGA”) action, or any other representative and/or collective action or claim. If this waiver is deemed to be invalid as a matter of law, the joint, class, PAGA, collective and/or representative action may be litigated in court, but the parties agree any court action shall be stayed until the completion of any arbitration under this Agreement. If any portion of this waiver remains valid, it shall be enforced in arbitration.

Arbitration Procedures. Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures that do not conflict with the FAA. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) rules for employment law disputes. A copy of these JAMS rules can be found at www.jamsadr.com under “Rules & Clauses”. The parties may mutually agree upon another arbitration provider or procedure. The Company and Employee agree, time is not of the essence with respect to payment of arbitration provider invoices provided they are paid within a reasonable time. The Company and Employee stipulate and agree that arbitration invoices may be paid up to 60 days following the Company’s receipt of an

invoice if no due date is stated, and up to 60 days following the due date stated in the invoice, if a due date is stated.

The Arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. The Arbitrator shall have no authority to create an arbitration proceeding on a class, PAGA, joint, collective and/or representative basis, nor to award relief to a class or group of employees in one arbitration proceeding.

Any dispute with any party arising out of or in any way related to Employee's application for employment and employment with the Company must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. The party who wants to assert a legal claim(s) that is governed by this Agreement must initiate the arbitration proceeding unless the parties agree otherwise in writing. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Company shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by JAMS. Pursuant to the California Code of Civil Procedure, the parties hereby agree that the arbitrator shall have authority to issue discovery subpoenas for nonparty depositions including subpoenas for the production of documents. Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for the Arbitrator's decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be stricken from the Agreement and the remainder of the provision and the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law.

The parties each acknowledge that they have entered into this Agreement with full knowledge and understanding of its terms, and have not relied upon any promises or representations other than those contained herein. The parties each acknowledge that they have been given the opportunity to seek the advice of counsel with regard to the terms of this Agreement to the extent deemed necessary by that party.

Each party acknowledges that it is giving up its right to a court or jury trial by entering into this Agreement. The parties further understand that this Agreement does not change Employee's at will employment status with the Company. Employee's decision to continue employment with Company after receipt of this Agreement shall constitute Employee's acceptance of the terms of this Agreement even if this Agreement has not been signed for any reason.

Date

Print Employee Name

Employee Signature

Date

Print Employer Representative Name

Employer Representative Signature
