

Mutual Arbitration Agreement (“MAA”)

[Company Entity 1] & [Company Entity 2] (collectively, the “Company,” as further defined below) and the individual (“Individual”) (collectively, the “parties”) voluntarily and knowingly agree as follows:

1. Agreement to Arbitrate: For all claims covered by this MAA, Individual and the Company ***waive all rights to bring such claims in court and waive all rights to trial in court before a judge or jury***. Instead, the Company and Individual (on behalf of Individual and Individual’s heirs, spouse, successors, assigns, representatives, and agents) agree all legal disputes and claims identified below shall be determined exclusively by final and binding individual arbitration.

2. Covered Claims: Except as provided below, claims subject to this MAA are all legal disputes or claims between the Company and Individual in any way -- in whole or in part, directly or indirectly -- pertaining to, relating to, or arising from any aspect of Individual’s employment or independent contractor relationship with the Company, whether pursuant to federal, state, or local law, including without limitation any application for or termination of employment or independent contractor relationship; background check form or process; overtime or other compensation; independent contractor or overtime exemption status; working conditions; discrimination, harassment, or retaliation; breach of express or implied contract or fiduciary duty; or negligence, defamation, or other tort (collectively, “Covered Claims”). Covered Claims subject to this MAA include such claims against the Company or the Company’s parents, subsidiaries, affiliates, divisions, successors, assigns, or joint ventures; any entity with which any such entity is alleged to be a joint or co-employer; or each of their respective clients, customers, owners, directors, officers, employees, or agents, whether current, former, or future, as all these individuals and entities are third-party beneficiaries of this MAA, are entitled to the rights and benefits under it, and may enforce it as if they were parties. The term “Company” encompasses these individuals and entities to allow them to obtain the full benefits of this MAA. Nothing herein shall be interpreted to suggest any particular entity or person is or will be Individual’s employer or joint employer.

3. Excluded Claims: Excluded from this MAA are claims: (a) constituting sexual harassment or sexual assault disputes as defined by the Federal Arbitration Act (“FAA”); (b) by Individual for workers’ compensation benefits (although retaliation claims are Covered Claims), unemployment benefits, or benefits under a plan or collective bargaining agreement that provides its own process for dispute resolution; (c) by either party seeking only a provisional remedy in a court of competent jurisdiction, including on the ground that an arbitration award may be rendered ineffectual without provisional relief; (d) for which this MAA would be invalid or prohibited under federal law, or state or local law that is not preempted by federal law (but if such a non-arbitrable claim subsequently becomes arbitrable, it then shall be subject to this MAA); (e) to enforce this MAA, compel arbitration, or enforce, modify, or vacate an arbitrator’s award¹; (f) filed by Individual, or on behalf of Individual in a class or collective action,

¹The parties agree and stipulate that such actions and this MAA are governed by the FAA and not any state arbitration law to the maximum extent permitted by law. However, to the maximum extent permitted by law, if the FAA is held to not apply or not require individual arbitration of a given claim, then (i) such actions and this MAA shall be governed by the [State] Arbitration Act, as the Company is headquartered in [City, State]; and (ii) if such state law is held to not apply or not require individual arbitration of a given claim, then such actions and this MAA shall be governed by the arbitration statute of the state in which Individual last worked for the Company (or if Individual never worked for the Company, the state in which Individual initially applied for work with the Company) if such statute

prior to Individual's execution or deemed acceptance of this MAA; or (g) filed with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission, National Labor Relations Board, or similar agency, although Individual knowingly and voluntarily waives the right to file or participate or obtain relief in, a lawsuit against the Company filed in a court, except as described herein.

4. Separation of Covered and non-Covered Claims: To the maximum extent permitted by law, the parties agree and stipulate that (a) if a party brings one or more Covered Claims and one or more claims that are not Covered Claims in the same proceeding, the latter shall be stayed until the former are fully arbitrated, except that claims for provisional relief under paragraph 3(c) shall not be stayed; (b) if a court denies a motion to compel arbitration filed by either party in whole or in part, all court proceedings on the claims at issue shall be stayed until any appeals of the order denying the motion are exhausted; and (c) if Individual brings a sexual harassment or sexual assault dispute (as defined in the FAA), all Covered Claims shall be presented in (or if not presented in, severed into) a separate proceeding from the sexual harassment or sexual assault claims.

5. Initiation of Arbitration: A party wishing to initiate arbitration must notify the other party in writing by hand delivery or certified mail. The notice should identify the party requesting arbitration by name, address, and telephone number; the facts on which the claim is based; the persons involved; the date and location of facts related to the claim; the law(s) allegedly violated; and the remedy requested. Notice to the Company must be sent to its senior Legal official at the Company's headquarters. Notice to Individual must be sent to Individual's most recent residence address in the Company's records.

6. Arbitrator Selection and Rules: Within 30 days of receipt of a notice of arbitration, the parties shall attempt to agree on an arbitrator. If they are unable to do so, the party requesting arbitration shall submit the matter to the American Arbitration Association ("AAA"), and an arbitrator shall be selected pursuant to AAA's selection procedure, unless the matter is part of a "Mass Claim" (as defined below), in which case the "Mass Claims" paragraph below applies. Other than in Mass Claims, the arbitrator shall administer the arbitration according to AAA's Employment Arbitration Rules (or successor rules) (which can be requested from the Company or found at www.adr.org), this MAA, and Federal Rule of Civil Procedure 68 ("Offer of Judgment"). If AAA's rules are inconsistent with this MAA, this MAA shall govern.

7. Conducting the Arbitration: Except as required by paragraphs 8-10 and applicable law, the arbitrator shall have the exclusive authority to resolve any dispute regarding the enforceability, applicability, or interpretation of this MAA. The arbitration will be held in or near the city in which Individual last worked for (or if Individual never worked for the Company, the city in which Individual initially applied for work with) the Company, and the parties agree and stipulate that the hearing will be in person unless otherwise agreed to by both parties in writing. The parties have the right to file dispositive motions and post-hearing briefs. The arbitrator's authority is limited to determining the claims in dispute consistent with controlling law. The arbitrator shall apply, and not deviate from, the substantive law of the state in which the claim(s) arose and/or federal law, as applicable, and the statute of limitations for each cause of action if it had been filed in court, and any deviation from applicable substantive law or the statute of limitations would exceed the arbitrator's authority in violation of the FAA, 9 U.S.C. § 10. For example, the arbitrator shall not have the authority to hear

would permit individual arbitration, *it being the express intent of the parties to allow for individual arbitration to the maximum extent possible.*

disputes not recognized by existing law and shall dismiss such claims upon motion by either party using the same legal standards a court in that jurisdiction would use. Similarly, the arbitrator shall not have the authority to order any remedy that a court would not be authorized to order; rather, except as provided in paragraphs 8 and 9, the arbitrator shall have the power to award all legal and equitable relief that would be available in court under applicable law. The arbitrator shall have the authority to issue subpoenas to compel the production of documents during discovery and the attendance of witnesses at the arbitration hearing; make reasonable efforts to conduct the arbitration hearing within six months of the arbitrator's appointment but has discretion to extend this time upon a showing of good cause; and render a written award setting forth findings of fact and conclusions of law. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

8. Individualized Arbitration & Class Action Waiver: To the maximum extent permitted by law, the arbitrator is prohibited from (a) consolidating or joining the claims of others, or claims based on alleged legal violations suffered by others, into one proceeding, (b) fashioning a proceeding as a class, collective, joint, or group action involving claims of or legal violations suffered by one or more other claimants, or (c) awarding relief to, on behalf of, or based on the claims of or legal violations suffered by multiple claimants or individuals (subparts (a) through (c) are referred to collectively as "Class Action"). **The parties waive any right to proceed in a Class Action.** Any dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the arbitrator. If a court determines any portion of this paragraph is unenforceable, and if applicable such ruling is upheld on appeal, the portion ruled unenforceable shall be modified or severed to the narrowest extent possible pursuant to paragraph 12, but under no circumstances will the arbitrator be permitted to hear a Class Action.

9. Private Attorneys General Act Claims: The parties intend for this MAA's requirement of individual arbitration to extend to the fullest extent possible to claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") and any similar state statute. To the maximum extent permitted by law, if a claim is pursued under PAGA or similar statute, it must be pursued individually in arbitration. The arbitrator may not allow a PAGA or similar claim to proceed in arbitration except as to an individual claim, and any non-individual claims under PAGA or similar state statute that can proceed in court apart from an individual claim must be stayed while the individual claim proceeds in arbitration. Any dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the arbitrator. If a court determines any portion of this paragraph is unenforceable, and if applicable such ruling is upheld on appeal, the portion ruled unenforceable shall be modified or severed to the narrowest extent possible pursuant to paragraph 12, but under no circumstances will the arbitrator be permitted to hear a PAGA or similar claim on a non-individual basis.

10. Mass Claims: If 20 or more individuals seek to initiate arbitrations with the Company asserting Covered Claims that arise out of similar facts and raise similar legal issues and counsel for the individuals bringing the claims are the same or coordinated ("Mass Claims"), these additional procedures shall apply. A court shall have the authority to enforce these Mass Claim procedures. Individual understands that choosing to pursue a Mass Claim may delay adjudication, but if these Mass Claims procedures apply, any applicable statute of limitations shall be tolled from the date Individual provides written notice to the Company that Individual is asserting a claim that is a Mass Claim.

a. The party requesting arbitration shall submit the matter to National Arbitration and Mediation (“NAM”), and arbitrators shall be selected pursuant to NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures (“Supplemental Rules”). Arbitrators shall administer Mass Claims according to NAM’s Employment Rules and Procedures (or successor rules) and the Supplemental Rules (which can be requested from the Company or found at www.namadr.com), this MAA, and Federal Rule of Civil Procedure 68 (“Offer of Judgment”). If NAM’s rules are inconsistent with this MAA, this MAA shall govern. If an arbitration that would be part of a Mass Claims proceeding was submitted to AAA and no arbitrator has been selected for the matter, the parties agree to withdraw such arbitration from AAA, re-submit it according to this section, and treat the statute of limitations as tolled during the time the matter was pending with AAA.

b. Counsel initiating Mass Claims and counsel for the Company each shall select up to 10 arbitration proceedings per side to be filed in and proceed in individual arbitration in bellwether proceedings, with each arbitration proceeding assigned to a different arbitrator and proceeding expeditiously. No other arbitration proceeding of Mass Claims may be filed or deemed filed in arbitration, neither the arbitration administrator (if any) nor any arbitrator is authorized to accept or administer arbitrations commenced in violation of these procedures, and no arbitration costs or fees shall be due other than for those arbitration proceedings selected by the parties to proceed as bellwether proceedings. If the parties are unable to resolve the Mass Claims, after the conclusion of the above bellwether proceedings, each side may select up to 10 additional arbitration proceedings per side to be filed in and proceed in individual arbitration in a second set of bellwether proceedings, with each arbitration proceeding assigned to a different arbitrator and proceeding expeditiously. This process shall continue with up to 20 individual arbitration proceedings at a time until the parties are able to resolve all of the Mass Claims, either through settlement or individual arbitration. Any party may designate and rely on written discovery responses or deposition testimony from one such proceeding in other such proceedings in lieu of responding to substantially similar discovery requests in substantially similar proceedings.

c. If multiple individuals with Mass Claims accept offers of judgment resolving their individual claims and providing that reasonable and necessary attorneys’ fees, expenses, and costs, if any, will be decided by an arbitrator, notwithstanding anything to the contrary, such issue for all the Mass Claims so resolved will be submitted to a single arbitrator selected by the parties solely for such purpose. Such arbitrator’s authority is limited to the sole issue of deciding the amount of reasonable and necessary attorneys’ fees, expenses, and costs, if any, to be awarded to each individual who has accepted an offer of judgment to resolve a Mass Claim, in accordance with the terms of the applicable offer of judgment and legal standards.

11. Costs of the Arbitration and Attorneys’ Fees: The Company will pay all costs unique to arbitration, including the arbitration fees and expenses required under this MAA. However, if Individual initiates a claim, Individual shall be responsible for contributing an amount equal to the filing fee in Individual’s home state, unless the arbitrator determines such fee should be waived. Invoices from any arbitration service or arbitrator issued in conformance with this MAA shall be due 60 days following receipt of the invoice. Except as provided in Federal Rule of Civil Procedure 68 or as determined by the arbitrator in accordance with applicable law, each party shall pay its own attorneys’ fees and any costs that are not unique to the arbitration. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party to the same extent a court would be entitled to do so, in accordance with applicable law.

12. Complete Agreement and Severability: This MAA is the complete agreement between the parties on the subjects herein and supersedes any other understandings on such subjects. No other representations are being relied upon by either party. This MAA cannot be orally modified and shall remain in effect even after the termination of Individual's employment or independent contractor relationship. If any paragraph, phrase, word, or other portion of this MAA (collectively, "Term") is deemed invalid or unenforceable, such Term shall be modified automatically to the minimum extent necessary to render this MAA valid and enforceable for individual arbitration. Except as otherwise provided herein, if a Term conflicts with a mandatory provision of applicable law that is not preempted by the FAA, or conflicts with the FAA, the conflicting provision shall be severed automatically and the remainder construed to incorporate the mandatory provision. In the event of such modification or severance, the remainder shall not be affected. This MAA shall be construed as a whole, according to its fair meaning, and not for or against any party. Additionally, this MAA does not constitute a guarantee of employment for any fixed period or alter the at-will nature of any employment relationship.

13. The MAA is Binding: This MAA is a mutual condition of the employment or independent contractor relationship. ***If Individual accepts employment or an independent contractor relationship with the Company after receiving notice of this MAA, or if Individual is currently employed or in an independent contractor relationship with the Company and continues that employment or independent contractor relationship for 30 days after receiving notice of this MAA, such employment or independent contractor relationship shall constitute acceptance of this MAA, regardless of any request for a confirming signature or electronic acknowledgment and regardless of whether Individual or a Company representative signs or electronically acknowledges this MAA.***

14. Opting Out: Notwithstanding the preceding paragraph, Individual may opt out of this MAA by delivering, within 30 days of the date this MAA is provided to Individual, written notice of Individual's desire to opt out to the Company's senior Legal official at the Company's headquarters. The opt-out must be submitted in writing, signed by the Individual, and received within 30 days. No other method of opting out is valid.

15. Individual has read and understands this MAA and may consult with an attorney of Individual's choosing regarding it. Individual is knowingly and voluntarily waiving the right to file a lawsuit against the Company or proceed in court or in front of a judge or jury, except as described herein.

AGREED:

Date: _____ (mm/dd/yyyy)

Individual's Signature

Individual's Printed Name

Company Representative's Signature

Ken Koff - CEO

Company Representative's Printed Name
and Title