**Employee Arbitration Agreement**

This **Employee Arbitration Agreement** (hereinafter referred to as the “Agreement”) is entered into as of by and between , with a mailing address of (hereinafter referred to as the “Employer”) and , with a mailing address of (hereinafter referred to as the “Employee”), collectively referred to as the “Parties,” both of whom agree to be bound by this Agreement.

The Employer believes that if a dispute related to the Employee’s current employment arises, it is in the best interests of both the Employee and the Employer to resolve the dispute without litigation. Most such disputes are resolved internally. When such disputes are not resolved internally, the Employer provides for their resolution by binding arbitration as described in this Agreement.

As a condition of and in consideration of the Employee’s employment with the Employer or any of its direct or indirect subsidiaries, the Parties agree as follows:

1. **Scope.** Any and all “Covered Claims” (as defined below) between the Employee and the Employer shall be submitted to and resolved by final and binding arbitration in accordance with this Agreement.
2. **Covered Claims.** “Covered Claims” include all legally protected employment related claims, excluding those set forth below in Sections 3 and 4 of this Agreement, that the Employee now has or in the future may have against the Employer or its officers, directors, shareholders, employees or agents which arise out of or relate to the Employee’s employment or separation from employment with the Employer and all legally protected employment-related claims that the Employer has or in the future may have against the Employee, including, but not limited to:

Claims of employment discrimination or harassment, failure to pay wages, bonuses or other compensation, tortious acts, breach of an express or implied contract, promissory estoppel, unjust enrichment, etc.

1. **Excluded Claims.** This Agreement does not cover, and the following claims are not subject to arbitration under this Agreement:

❏ Any criminal complaint or proceeding;

❏ Any claims covered by state unemployment insurance, state or federal disability insurance, and/or state workers’ compensation benefit laws, except that claims for retaliation pursuant to these laws shall be subject to arbitration under this Agreement;

❏ Any claim under the National Labor Relations Act;

❏ Claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974.

Furthermore, this Agreement also does not cover the following:

1. **Class Action/Collective Action Waiver.** All Covered Claims under this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class or collective basis unless required by applicable law. The Parties expressly waive any right with respect to any Covered Claims to submit, initiate, or participate in a representative capacity or as a plaintiff, claimant or member in a class action, collective action, or other representative or joint action, regardless of whether the action is filed in arbitration or in court. Furthermore, if a court orders that a class, collective, or other representative or joint action should proceed, in no event will such action proceed in the arbitration forum, subject to applicable law.

Claims may not be joined or consolidated in arbitration with disputes brought by other individual(s), unless agreed to in writing by the Parties or required by applicable law. To the extent there is a question of enforceability of class or collective arbitration, it shall be decided only by a court, not an arbitrator.

The Employee retains the right to challenge the validity of this Agreement upon grounds that may exist at law or equity and will not be subject to any form of retaliation for asserting such rights.

1. **Administrative Agencies.** The employee understands that this Agreement does not preclude them from filing an administrative claim or charge with the Equal Employment Opportunity Commission (hereinafter referred to as “EEOC”) and/or state and local human rights agencies to investigate alleged violations of laws enforced by the EEOC or those agencies.

The Employee understands that they are not required to initiate an administrative proceeding before pursuing a Covered Claim under this Agreement. In the event the Employee files such an administrative proceeding, they understand that they cannot pursue Covered Claims under this Agreement without first exhausting all required administrative remedies, such as obtaining a right to sue notice from the EEOC in order to arbitrate federal discrimination claims that require such a notice.

By responding to administrative agencies, the Employer does not waive their right to enforce this Agreement and the arbitrator shall treat a decision of an administrative agency in the same manner as it would be treated by a court of law.

1. **Arbitration.** Arbitration under this Agreement shall be conducted before a single neutral arbitrator of the American Arbitration Association (hereinafter referred to as the “AAA”) (unless the Parties agree upon another mutually acceptable arbitrator, in which case the arbitration will be conducted before such mutually acceptable arbitrator) in accordance with and selected pursuant to the rules and procedures of the Employment Arbitration Rules of the AAA (hereinafter referred to as the “AAA Rules”) to the extent the AAA Rules do not conflict with the terms of this Agreement or applicable law.

Where there is a conflict between this Agreement and the AAA Rules, this Agreement will govern. Where there is a conflict between applicable law and the AAA rules and/or this Agreement, the applicable law will govern.

To initiate arbitration, a Party must send a written demand for arbitration to any office of the AAA (or if another mutually acceptable arbitrator has been agreed to by the Parties, to the offices of such other arbitrator). The Party submitting the demand for arbitration must also simultaneously send a copy of the written demand for arbitration to the other Party.

If initiated by the Employee, the copy should be sent to the Employer at the following address:

If initiated by the Employer, the copy should be sent to the Employee at the following address:

Both of the following must be included in the demand for arbitration:

* 1. A statement of the nature of the dispute, including the alleged act or omission at issue, the names of the Parties involved, the amount in controversy, if any, the remedy sought to resolve the issue (including the dollar amount, if any), the mailing address for future correspondence and the legal counsel, if any.
  2. Any required filing fee.

Any demand received by the AAA (or another mutually acceptable arbitrator agreed to by the Parties) that is not accompanied by the required filing fee will be returned. Nothing in this Agreement releases a Party from any obligation to comply with timely filing requirements and statutes of limitations under applicable law, statutes, or regulations.

The submission and timing of any response to an arbitration demand shall be in accordance with AAA’s Rules, which currently provides that a response be filed within 15 days after the date of the letter from the AAA (or other mutually agreed to arbitrator) acknowledging receipt of the demand for arbitration.

1. **Severability.** If any part of this Agreement is held to be void or unenforceable, the remainder of the Agreement will be enforceable and any part may be severed from the remainder as appropriate, to the extent permitted by law.
2. **Amendment or Termination of Agreement.** The Employer reserves the right to amend, modify, or discontinue this Agreement at any time in its sole discretion to the extent permitted by applicable law. Amendment, modification, or discontinuation of the Agreement will not affect pending arbitration proceedings. Continuation of the Employee’s employment after receiving such amendments or modifications will be considered as an acceptance of the amended terms.
3. **Governing Law.** This Agreement will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The Parties agree that this Agreement shall be additionally governed by the laws of .

State

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

EMPLOYER

Name:

EMPLOYEE

Name:

Signed: Signed:

Date: Date: