

Company Name: _____

Store #: _____

Address: _____

ARBITRATION AGREEMENT

This Arbitration Agreement is entered into by **the Company** (the "Employer") and _____ ("Employee"), collectively referred to as the "Parties."

The Parties recognize that disputes or differences may arise between them after the commencement of the employment relationship. The Parties also recognize that the objective of this Arbitration Agreement (the "Agreement") is to provide an efficient forum for resolving covered disputes and to help avoid the time and expense associated with court litigation.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Agreement to Arbitrate

It is the desire of the Parties to resolve all covered "Claims" and "Disputes" between them in an efficient manner. Each Party knowingly enters into this Agreement to obtain the benefits of a neutral arbitration process. The purpose and effect of this Agreement is to substitute binding arbitration as the forum for resolution of covered claims. All substantive rights and remedies available under applicable law remain available in arbitration, subject to the terms of this Agreement.

EMPLOYEE UNDERSTANDS THAT, FOR CLAIMS COVERED BY THIS AGREEMENT, EMPLOYEE AND THE COMPANY ARE WAIVING THE RIGHT TO HAVE THOSE CLAIMS DECIDED BY A JUDGE OR JURY IN COURT, EXCEPT TO THE EXTENT APPLICABLE LAW PROVIDES OTHERWISE.

2. Mutual Agreement

This Agreement applies mutually to covered claims Employee may have against the Company and covered claims the Company may have against Employee.

3. Governing Law, Enforcement, and Judicial Review

This Agreement is intended to be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), to the fullest extent applicable. If the FAA does not apply to a particular dispute or worker, applicable state arbitration law will govern to the extent permitted by law. Either Party may bring an action in a court of competent jurisdiction to compel arbitration, to stay proceedings pending arbitration, or to confirm, correct, modify, or vacate an arbitration award as permitted by the FAA and other applicable law.

4. Claims/Disputes Subject to Arbitration

Except for claims expressly excluded below or claims that applicable law does not permit to be subjected to a pre-dispute arbitration agreement, the Company and Employee consent to final and binding arbitration of all claims or controversies for which a federal or state court or other dispute-resolution body otherwise would be authorized to grant relief, whether arising out of or relating to the recruitment, hiring, employment, compensation, discipline, accommodation, leave, separation, or termination of Employee.

For purposes of this Agreement, "Claims" and "Disputes" include claims the Parties may have against each other and, to the extent permitted by law, claims involving the Company's current or former owners, officers, directors, employees, supervisors, agents, affiliates, successors, or assigns.

Covered claims include, but are not limited to, claims for wages or compensation; breach of contract or covenant; tort claims such as defamation, misrepresentation, fraud, or infliction of emotional distress; discrimination, harassment, or retaliation claims to the extent arbitrable by law; disability-accommodation or interactive-process claims; and claims under federal, state, or local statutes or regulations, including Title VII, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Fair Labor Standards Act, the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and other similar employment laws.

Covered wage-and-hour claims may include claims concerning minimum wages, overtime, classification, meal periods, rest periods, wage statements, waiting-time penalties, reimbursement of business expenses, and other compensation-related matters, to the extent such claims are lawfully subject to arbitration.

5. Excluded Claims

This Agreement does not require arbitration of claims that applicable law prohibits from being subjected to a pre-dispute arbitration agreement. It also does not prevent Employee from filing claims for workers' compensation benefits, unemployment insurance benefits, or claims under an employee benefit plan that must be resolved through a plan-specific procedure.

This Agreement does not prevent either Party from seeking temporary or provisional injunctive relief from a court where such relief is available under applicable law, including relief involving trade secrets, confidential information, intellectual property, or unfair competition.

If a dispute includes both arbitrable and non-arbitrable claims, the arbitrable claims will be resolved in arbitration and the non-arbitrable claims will proceed in the appropriate forum, subject to any stay, sequencing, or other procedure required or permitted by applicable law.

6. Government Agency Claims and Protected Activity

Nothing in this Agreement prevents Employee from filing a charge, complaint, or claim with, communicating with, providing information to, or participating in an investigation or proceeding before any federal, state, or local governmental agency, including

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the U.S. Department of Labor, the U.S. Equal Employment Opportunity Commission, the California Civil Rights Department, the California Labor Commissioner, the National Labor Relations Board, or another agency with jurisdiction. Nothing in this Agreement restricts Employee from testifying, providing evidence, reporting possible violations of law, or engaging in activity protected by law. To the extent a governmental agency resolves a matter itself, this Agreement does not interfere with that agency's lawful authority. To the extent an individual claim remains subject to private resolution after an agency process, the claim will be handled in accordance with this Agreement and applicable law.

7. Individual, Class, Collective, and Representative Proceedings

To the fullest extent permitted by applicable law, the Parties agree that covered disputes will be resolved on an individual basis and not as a class or collective action. The arbitrator will not have authority to combine or aggregate the claims of different individuals or conduct a class or collective proceeding unless the Parties agree in writing or applicable law requires otherwise.

Nothing in this Agreement waives any substantive right that cannot lawfully be waived. Any claim concerning the enforceability of a class, collective, or representative-action waiver will be decided by a court to the extent applicable law requires court determination.

With respect to claims under California's Private Attorneys General Act ("PAGA"), the Parties intend to require arbitration of any individual PAGA claim to the fullest extent permitted by applicable law. Any non-individual or representative PAGA claim that applicable law requires or permits to remain in court will be handled by the court, including any stay or sequencing of proceedings required or permitted by law.

8. Sexual Assault and Sexual Harassment Disputes

Notwithstanding anything else in this Agreement, if federal law gives Employee the right to elect that a pre-dispute arbitration agreement or pre-dispute class or collective action waiver is not enforceable with respect to a dispute relating to sexual assault or sexual harassment, this Agreement will be applied consistent with that federal law and Employee's lawful election.

9. Arbitration Provider and Rules

Unless the Parties jointly agree in writing to use another arbitration provider, arbitration will be administered by JAMS under the then-current JAMS Employment Arbitration Rules & Procedures and applicable JAMS Employment Arbitration Minimum Standards of Procedural Fairness, as modified by this Agreement and applicable law. Current rules are available from JAMS and may also be requested from the Company.

10. Neutral Arbitrator Selection

Any arbitration will be conducted by a neutral arbitrator. The arbitrator will be mutually selected by the Parties or, if they cannot agree, selected under the applicable arbitration-provider rules.

11. Location of Arbitration

Unless the Parties agree otherwise or applicable law requires a different location, the arbitration will occur in the California county in which Employee works or last worked for the Company, or at another location reasonably convenient to Employee as required by law.

12. Fees and Costs

To the extent required by applicable law, the Company will pay the arbitrator's fees and expenses and any arbitration-specific costs that an employer is legally required to pay. Employee will not be required to bear costs that Employee would not be required to bear if the covered claim were brought in court.

Each Party will ordinarily be responsible for that Party's own attorneys' fees and ordinary litigation expenses. The arbitrator may award attorneys' fees, costs, or other expenses only to the extent authorized by applicable law. The Parties will comply with all deadlines imposed by applicable law and the arbitration provider for payment of arbitration fees and costs.

13. Right to Counsel and Discovery

Each Party may be represented by an attorney of that Party's choosing, at that Party's own expense except where applicable law authorizes a fee award. The Parties will be entitled to adequate discovery necessary to prepare and present their claims and defenses. Discovery disputes will be resolved by the arbitrator under applicable law and the arbitration-provider rules.

14. Qualifications and Duties of Arbitrator

The arbitrator will be a retired judge or professional arbitrator qualified to decide the claims presented. The arbitrator will apply all applicable substantive law, honor applicable burdens of proof, and issue a written decision stating the essential findings and conclusions on which the award is based.

15. Arbitrator's Authority

Subject to applicable law and the limitations in this Agreement, the arbitrator may award any individual remedy or relief that would be available in a court of competent jurisdiction for the claims being arbitrated. The arbitrator may not limit substantive rights or remedies made nonwaivable by law.

16. Motions

The arbitrator will have authority to hear and decide motions that may dispose of all or part of a claim, consistent with applicable law and the arbitration-provider rules.

17. Written Award and Judgment

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The arbitrator will issue a written award setting forth the disposition of the claims and the essential factual and legal basis for the decision. The award will be final and binding except for any judicial review authorized by the FAA or other applicable law. Judgment on the award may be entered in any court having jurisdiction.

18. Severability

The provisions of this Agreement are intended to be severable. If any provision is found invalid or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will remain in effect to the fullest extent permitted by law. A court may interpret or modify a provision to the extent legally permitted to preserve enforceability, but no modification may deprive a Party of a nonwaivable statutory right.

19. Voluntary and Knowing Agreement

Employee acknowledges having had an adequate opportunity to review this Agreement, ask questions, and consult with legal counsel of Employee's choosing before signing. Employee's signature confirms that Employee has read and understands the Agreement and enters into it knowingly.

20. Consideration and Mutuality

Each Party's promise to resolve covered claims by arbitration in accordance with this Agreement, rather than through court litigation, constitutes consideration for the other Party's corresponding promise, together with any other lawful consideration that may exist.

21. Not an Employment Agreement

This Agreement does not create a contract of employment for any specific term and does not alter the at-will employment relationship where at-will employment applies. Either Employee or the Company may terminate the employment relationship at any time, with or without cause or advance notice, subject to applicable law.

22. Term, Modification, and Revocation

This Agreement survives termination of the employment relationship and applies to covered claims arising or asserted during or after employment. This Agreement may be modified or revoked only by a written agreement signed by Employee and an authorized executive officer of the Company that specifically references this Arbitration Agreement and states the intent to modify or revoke it, except that the Company may make changes required by law where permitted.

23. Complete Agreement

This Agreement constitutes the complete agreement between the Parties concerning arbitration of employment-related disputes, except for any arbitration procedure contained in an applicable pension, benefit, or other plan that separately governs a particular claim. It supersedes prior oral or written understandings on the same subject. Neither Party is relying on any representation concerning the effect, enforceability, or meaning of this Agreement except as stated in this Agreement.

EMPLOYEE'S CERTIFICATION OF UNDERSTANDING

EMPLOYEE'S SIGNATURE BELOW CONFIRMS THAT EMPLOYEE HAS READ, UNDERSTANDS, AND AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS ARBITRATION AGREEMENT.

Employee Name: _____

Employee Signature: _____

Date: _____

Company Representative Name: _____

Company Representative Signature: _____

Date: _____