

Mutual Agreement to Arbitrate Employment-Related Disputes (CA)

This Mutual Agreement to Arbitrate Disputes ("**Agreement**") is made and entered into as of [DATE] (the "**Effective Date**") by and between [EMPLOYER NAME], a [STATE OF INCORPORATION OR LOCATION] [TYPE OF ENTITY], (the "**Employer**") and [EMPLOYEE NAME], an individual (the "**Employee**") (the Employer and the Employee are collectively referred to herein as the "**Parties**").

1. Intent of Agreement. It is the intent of Employee and the Employer that this Agreement will govern the resolution of all disputes, claims and any other matters in question arising out of or relating to the Parties' employment relationship. The Parties shall resolve all disputes arising out of the employment relationship in accordance with the provisions of this Agreement.

2. Mandatory Arbitration. The Employer and Employee agree that any claim, complaint, or dispute that relates in any way to the Parties' employment relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, shall be submitted to binding arbitration administered by [NAME OF ARBITRATION ORGANIZATION] in accordance with [NAME OF ITS EMPLOYMENT ARBITRATION RULES]. A copy of the [NAME OF ORGANIZATION EMPLOYMENT RULES] is attached hereto as Exhibit [NUMBER/LETTER]. The Rules are also available online at [WEBSITE ADDRESS]. You can also call the [NAME OF ORGANIZATION] at [TELEPHONE NUMBER] if you have questions about the arbitration process. If the [NAME OF ORGANIZATION] Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.

3. Covered Claims. This Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "**claims**") in a federal, state or local court or agency under applicable federal, state or local laws, arising out of Employee's employment with the Employer and the termination thereof, including claims Employee may have against the Employer or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that the Employer may have against Employee. The claims covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wrongful termination (constructive or actual) in violation of public policy, claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, sex, gender, religion, national origin, age, marital status, medical condition, psychological condition, mental condition, disability, or sexual orientation), claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, and Employee Retirement Income Security Act. The parties to this Agreement specifically agree that all claims under the California Labor Code, including, but not limited to, claims for overtime, unpaid wages, and claims involving meal and rest breaks shall be subject to this Arbitration Agreement. ("**Covered Claims**").

4. Claims Not Covered. Claims not covered by this Agreement are claims for workers' compensation, unemployment compensation benefits, Excluded Claims (defined in Paragraph 5 below), or any other claims that, as a matter of law, the Parties cannot agree to arbitrate. Nothing in this Agreement shall be interpreted to mean that employees are precluded from filing complaints with the California Department of Fair Employment and Housing and/or federal Equal Employment Opportunity Commission and National Labor Relations Board.

5. Waiver of Class Action and Representative Action Claims. Waiver of Class Action and Representative Action Claims. Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement ("Excluded Claims"), Employee and the Company expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (c) Employee and the Company shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person. To the extent that the Parties' dispute involves both timely filed Excluded Claims and claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

6. Waiver of Trial by Jury. The Parties understand and fully agree that by entering into this Agreement to arbitrate; they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision except as California law provides for judicial review of arbitration proceedings. The Parties anticipate that by entering into this Agreement, they will gain the benefits of a speedy and less expensive dispute resolution procedure.

7. Claims Procedure. Arbitration shall be initiated upon the express written notice of either party. The aggrieved party must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to the Employer's [NAME OF PERSON OR POSITION] at [ADDRESS] ("Notice Address"). Written notice of the Employer's claim will be mailed to the last known address of Employee. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that California law applies to those claim(s).

8. Arbitrator Selection. The Arbitrator shall be selected as provided in [NAME OF ORGANIZATION] Rules and Procedures.

9. Discovery. [The AAA Rules regarding discovery shall apply to arbitration under this Agreement/The parties shall be entitled to conduct discovery to the full extent authorized by the California Code of Civil Procedure]. The Arbitrator selected according to this Agreement shall decide all discovery disputes.

10. Substantive Law. The Arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the claim(s) asserted. The Arbitrator shall conduct and preside over an arbitration hearing of reasonable length, to be determined by the Arbitrator. The Arbitrator shall provide the Parties with a written decision explaining his or

her findings and conclusions. The Arbitrator's decision shall be final and binding upon the Parties.

11. Motions. The Arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to set deadlines for completion of discovery, and for filing motions for summary judgment, and to set briefing schedules for any motions. The Arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and/or summary judgment, and, in deciding such motions, shall apply the law of the State of California.

12. Compelling Arbitration/Enforcing Award. Either party may bring an action in court to compel arbitration under this Agreement or to otherwise determine the arbitrability of claims under this Agreement, and to confirm, vacate or enforce an arbitration award, and each party shall bear its own attorney fees and costs and other expenses of such action.

13. Arbitration Fees and Costs. The Employer shall be responsible for the arbitrator's fees and expenses. Each party shall pay its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to the reasonableness of any fee or cost shall be resolved by the Arbitrator.

14. Term of Agreement. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement and is signed by [EMPLOYER'S DESIGNATED PERSON OR TITLE].

15. Severability. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate.

16. Voluntary Agreement. By executing this Agreement the Parties represent that they have been given the opportunity to fully review, comprehend and negotiate the terms of this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

[EMPLOYER NAME]

By _____

Name: [NAME OF EMPLOYER REPRESENTATIVE]

Title: [TITLE OF EMPLOYER REPRESENTATIVE]

EMPLOYEE

Signature

Print Name