

## MODEL DISPUTE RESOLUTION AGREEMENT

1. In the event of any dispute, claim or controversy between the Employer and the Employee, both parties agree to submit such dispute, claim or controversy to final and binding arbitration, by JAMS, or its successor, or another arbitrator or association mutually agreed upon by Employee and Company. The disputes, claims and controversies to be submitted to arbitration include, but are not limited to, claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal.Govt.Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29U.S.C. §§ 621-633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of contract; breach of implied contract; or any other statute or common law principle of similar effect.

2. Either party may commence the arbitration process called for in this Dispute Resolution Agreement by first filing a demand upon the other party. The parties will then agree to submit the claim to JAMS, or its successor, or another arbitrator or association mutually agreed upon by Employee and Company. Thereafter, the demand shall be filed with JAMS, or its successor, or another arbitrator or association mutually agreed upon. If the arbitration will be conducted by JAMS, the arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. If the arbitration is conducted by another arbitrator or association, the arbitration will be conducted in accordance with provisions set forth by such individual or organization, that are in effect at the time of filing the demand for arbitration. The parties will cooperate with one another and with JAMS, or another arbitrator or association, in selecting an arbitrator, and in scheduling the arbitration proceedings. The arbitrator will issue a written award discussing the facts and the law. The arbitrator shall have the authority to provide for all types of relief that would otherwise be available in court.

3. For purposes of the arbitration, the parties are entitled to file responsive pleadings, cross complaints, demurrers, motion to strike, motion for summary judgment pursuant to the California Rules of Civil Procedure Code and California Evidence Code. The parties are entitled to conduct discovery pursuant to the California Code of Civil Procedure.

4. The Employer shall pay all of the fees and costs of the arbitration and will pay for its own attorney's fees and will not request any fees or costs from the Employee. Should the Employee retain legal counsel, the cost of such legal counsel shall be the sole responsibility of the Employee.

5. Employee Acknowledgment

By initialing in the space below you are agreeing to have all disputes, claims or controversies arising out of or relating to your employment decided by neutral arbitration, and you are giving up any rights you might possess to have those matters litigated in court or jury trial. By

initialing in the space below you are giving up your judicial right to appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submission of all disputes, claims or controversies arising out of or relating to this agreement to neutral arbitration in accordance with this agreement.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
COMPANY

6. Employee has been advised to seek the advice of an attorney regarding the legal effect of this agreement prior to signing it. The Employee specifically acknowledges that the Employee is entering into this agreement voluntarily and has not been coerced into signing the agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employer