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Bakersfield, CA 93309  
(661) 847-9866

## **ARBITRATION AGREEMENT**

This Arbitration Agreement (the "Agreement") is between READYWORK, INC. ("Employer" or "Company") and \_\_\_\_\_ ("Employee") and sets forth the terms of arbitration as a condition of their continued employment relationship.

In a company, disputes will arise from time to time. Occasionally, these disputes require resolution through a formal proceeding. Traditionally, this proceeding has occurred through our court system. However, our court system has too often proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute. **With this in mind, the Company and all of its employees will agree to resolve all disputes arising out of the employment relationship through binding arbitration.** This Agreement is aimed at resolving employment disputes as quickly and fairly as possible, to the benefit of everyone involved.

In the event that employment disputes arise between the Company and its employees, the parties involved will make all efforts to resolve these disputes through informal means. If these informal attempts at resolution fail, the parties involved will submit the dispute to final and binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. § 2) ("FAA"). The parties agree, as a condition of their employment relationship, to submit any legal dispute or claim arising from or in connection with such employment relationship, termination of the employment relationship, or the application or candidacy for employment to binding arbitration as the sole and exclusive forum for resolution of such disputes and claims pursuant to California Code of Civil Procedure section 1280 et seq. or any successor or replacement statutes.

This Agreement will apply to claims and disputes **arising out of the employment relationship**, including, but not limited to wrongful termination in violation of any express or implied term, condition, or covenant of employment, claims arising under Title VII of the Civil Rights Act of 1964 including the amendments to the 1991 Civil Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Family Rights Act, the Equal Pay Act, the Private Attorneys General Act, federal or state law concerning minimum wage and maximum hours, the Uniformed Services Employment and Reemployment Rights Act, invasion of privacy, or any other claim arising under state or federal law. Similarly, the employer agrees to submit any legal claim arising out of or in connection with the employment relationship, application or candidacy for employment, or termination of employment that it may have against the employee to binding arbitration as the exclusive forum for resolution of such disputes or claims.

This Agreement does not limit employee's ability to assert claims that are applicable under California Labor Code section 1152, nor does this Agreement restrict the employee from exercising employee's statutory right to seek assistance through Federal and/or State agencies including, but not limited to, the: Department of Labor; National Labor Relations Board; Agricultural Labor Relations Board; Department of Industrial Relations; Division of Occupational Safety and Health; and/or Division of Labor Standards Enforcement. Additionally, nothing in this Agreement restricts the employee from exercising employee's statutory right to seek assistance through the California Civil Rights Department or the U.S. Equal Employment Opportunity Commission; however, if a right-to-sue notice is issued, binding arbitration shall be the exclusive remedy in lieu of court action. Disputes related to workers' compensation and unemployment insurance issues are also not subject to arbitration.

Selection of an Arbitrator: The arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree. Arbitration proceedings shall be held in California at a mutually convenient location. If for any reason this process cannot be followed, then the arbitrator shall be appointed by a court pursuant to 9 U.S.C. section 5. The parties may agree in writing to an alternative selection process, provided that such process enables each party an equal opportunity to strike proposed arbitrators.

Rules of Discovery and Civil Procedure: Both parties to this agreement are entitled to discovery as provided by California Code of Civil Procedure section 1283.05.

All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including, but not limited to, notions of “just cause”) other than such controlling law.

Costs. Employee shall not be required to pay any costs or fees of a type the employee would not be required to bear if the claim was brought in a court of law. The employer shall pay all costs that are unique to arbitration such as the cost of the arbitration forum. The employee shall bear any costs of a type that it would be required to bear were the matter submitted to a court of law for resolution.

Written Award: The arbitrator’s decision shall be in writing and shall include a determination of all issues submitted to the arbitrator that are necessary to determine the outcome of the dispute or claim and shall be served on each party by the arbitrator personally or by certified or registered mail. The arbitrator’s written opinion and award shall decide all issues submitted and shall set forth the legal principles supporting each part of the opinion, and the arbitrator shall be permitted to award only those remedies in law or equity, which the arbitrator determines to be supported by the credible, relevant evidence. In no event will the prevailing party be entitled to any remedy in law or equity, which exceeds the amount that could be awarded in a court of law. Both parties shall be entitled to judicial review of the arbitrator’s decision as appropriate under applicable law.

Class/Representative Action Waiver: Employee agrees that arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator’s authority to resolve and make written awards is limited to claims between the individual employee and the employer (and its agents) alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Additionally, nothing in this Agreement restricts the employee from exercising employee’s statutory right to seek assistance through the Private Attorneys General Act on an individual basis through arbitration.

You may elect to opt-out of the Class Action Waiver by submitting a signed and dated written notice of your intent to opt-out. In order to be effective, such opt-out notice must be provided to the Main Office, contemporaneously with, or within ten days following, your execution and return of this Agreement. You must maintain a copy of such opt-out notice, and you bear the burden of demonstrating timely submission of such notice to the Company in order for such opt-out election to be effective. You acknowledge and agree that any opt-out hereunder shall only apply to the Class Action Waiver, and that the other provisions of this Agreement shall remain fully binding notwithstanding any such opt-out. If you do not timely submit an opt-out notice as provided for herein, then you

will be fully bound by the Class Action Waiver. Regardless of whether you opt-out of the Class Action Waiver as set forth herein, all other provisions of this Agreement shall remain in full force and effect.

If any court of competent jurisdiction declares that any part of this Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of this Agreement and the illegal, invalid or unenforceable part will be enforced only to the extent permissible under the law.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ THE AGREEMENT AND THAT I FULLY UNDERSTAND, INTEND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE TERMS OF THIS AGREEMENT.

This Agreement replaces and supersedes any prior agreement related to the contents herein.

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_,  
Employee

By: \_\_\_\_\_,  
Employer