



## EMPLOYMENT ARBITRATION AGREEMENT

1. I acknowledge that my employment with my onsite employer who has entered into a Client Service Agreement with Employers Resource Management Company (hereinafter referred to as the "Employer") is at-will, shall be for no specific duration, and may be changed or terminated at the will of the Employer. Both I and the Employer have the right to terminate my employment at any time, with or without cause or notice. I understand that employment at-will is the sole agreement between myself and the Employer concerning the duration of my employment. It supersedes all prior agreements and representations (whether written or oral) concerning the duration of my employment with the Employer and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the Employer.

2. This Agreement also applies to Employers Resource Management Company ("ERM"), a Professional Employer Organization providing administrative services for Employer. I acknowledge that my employment relationship with ERM, if any, is at will, and shall be for no specific duration.

3. I and the Employer and ERM agree that if we are unable to first resolve the claims through mediation with a neutral mediator, we agree to utilize binding arbitration as the exclusive means to resolve all disputes that may arise out of or be related to my employment, including but not limited to the termination of my employment and my compensation. I, the Employer, and ERM each specifically waive our respective rights to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents me, the Employer or ERM in a lawsuit against the other. Both I, the Employer, and ERM agree that any claim, dispute, and/or controversy that I may have against the Employer (or its owners, directors, officers, managers, employees or agents) and/or ERM (or its owners, directors,

officers, managers, employees or agents), or the Employer and/or ERM may have against me, shall be submitted to and determined by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 *et seq.* The FAA applies to this agreement because the Employer's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act that are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). **By this binding arbitration provision, I acknowledge and agree that the Employer, ERM, and I give up our respective rights to trial by jury of any claim I or the Employer may have against the other.**

4. All claims brought under this binding arbitration agreement shall be brought in the individual capacity of myself, the Employer or ERM. This binding arbitration agreement shall not be construed to allow the consolidation or joinder of other claims involving other



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employees, or permit such claims to proceed as a class action, collective action, private attorney general action or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action. By signing this agreement, I am agreeing to waive any rights that I may have to bring an action on a class, collective, private attorney general, representative or other similar basis. However, the Employer has provided me with the ability to choose to retain these rights by checking the box at the end of this paragraph. Accordingly, I agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative or other similar basis, unless I check this box: [ ]

5. I acknowledge that this agreement is not intended to interfere with my rights to collectively bargain or to exercise other rights protected under the National Labor Relations Act, and that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

6. The arbitrator selected shall be a retired California Superior Court Judge, or qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply. All communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law.

7. This is the entire agreement between myself, the Employer, and ERM regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement.

8. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date