

## CALIFORNIA BINDING ARBITRATION AGREEMENT

1. Agreement to Arbitrate Disputes. I agree and acknowledge that Avitus, Inc. d/b/a Avitus Group ("Avitus"), \_\_\_\_\_ (my "Worksite Employer"), and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context.

**1.1.** My Worksite Employer, Avitus, and I agree that any claim, dispute, and/or controversy that either I may have against my Worksite Employer or Avitus (or their respective owners, directors, officers, managers, employees, agents, subsidiaries, and parties affiliated with their employee benefit and health plans) or that my Worksite Employer or Avitus may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, compensation by, or any other association with my Worksite Employer or Avitus shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.) in conformity with the procedures of the California Arbitration Act (Cal. Code Cvi. Proc. sec. 1280 et. seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). 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 and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, or any other similar state, local, or federal law or regulation), equitable law, or otherwise. The following claims are excluded from arbitration: claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board; claims for medical and disability benefits under the California Workers' Compensation Act; claims for unemployment insurance benefits which are brought before the California Employment Development Department; claims brought under The Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) or as otherwise required by state law that is not preempted by either the Federal Arbitration Act or other federal law. Nothing herein, however, shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, California Department of Fair Employment and Housing or similar state or local agency (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).

**1.2.** In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise 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 (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgement 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. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Finally, my Worksite Employer and Avitus agree to pay all types of costs that are unique to arbitration including arbitration administrative fees, arbitration hearing fees and arbitrator compensation fees.

**1.3.** Pursuant to California Code of Civil Procedure section 1281.8, Avitus, my Worksite Employer or I may apply to a California superior court for any provisional remedy, including a temporary restraining order or preliminary injunction.

1.4. I understand and agree that all claims that I may have against my Worksite Employer or Avitus must be brought in my individual capacity and not as a plaintiff or class member in any purported class action, collective action or representative action proceeding. Similarly, any claims that my Worksite Employer or Avitus may have against me may not be brought as a plaintiff or class member in any purported class action, collective action or representative action proceeding. I understand that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis, representative action basis, as a private attorney general, or other bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of other alleged Worksite Employer or Avitus employees (or any of them) or on behalf of other persons alleged to be similarly situated. I understand that there are no bench or jury trials and no class actions, collective actions, or representative actions permitted under this Arbitration Agreement. The Arbitrator shall not consolidate claims of different alleged employees into one proceeding, nor shall the Arbitrator have the power to hear arbitration as a class action, collective action, or representative action. Any disputes regarding the enforceability or scope of this provision (Paragraph 1.4) including, but not limited to, whether class, collective, or representative actions are authorized in arbitration by this Agreement, shall be decided by a court of competent jurisdiction rather than by an arbitrator.

1.5. I understand and agree to this binding arbitration provision and that I, my Worksite Employer and Avitus give up our respective rights to trial by jury of any claim that I may have against my Worksite Employer or Avitus or that my Worksite Employer or Avitus may have against me.

2. Entire Agreement. This is the entire agreement between my Worksite Employer, Avitus, and me regarding dispute resolution and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of my Worksite Employer to be binding against my Worksite Employer or by the President of Avitus to be binding against Avitus. No supervisor or representative of my Worksite Employer or Avitus, other than the President of my Worksite Employer or the President of Avitus, has any authority to enter into any agreement contrary to the foregoing. **Oral representations made before or after you are hired do not alter this Agreement.**

3. Severance. If any term, provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable. For example, if the portion of this Agreement containing my agreement to waive any right I may have to bring a representative action and/or private attorney general action in arbitration is declared void or unenforceable, said term or provision shall be severed and the remainder of this agreement shall be enforceable. If the representative action and/or private attorney general action is severed and I bring an action that includes claims subject to this Agreement and a representative action and/or a private attorney general action that are not subject to this Agreement, Avitus, my Worksite Employer, and I agree to stay the non-arbitral claims until the claims subject to this Agreement are fully arbitrated.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

**DO NOT SIGN UNTIL YOU HAVE READ THIS AGREEMENT.**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Printed)

\_\_\_\_\_  
Date