

MUTUAL AGREEMENT TO ARBITRATE

1. **Mutual Agreement to Arbitrate Claims.** JM Temporary Services & Affiliates, Inc., JM Staffing and JM Medi-Stat, and its parents, subsidiaries, and affiliated companies (hereinafter “Company” or “JM Staffing”) and the undersigned employee (“Employee”) (collectively, “the parties”) voluntarily agree to the resolution by arbitration of all claims, disputes, and/or controversies (collectively “claims”), whether or not arising out of Employee’s employment or the termination of employment, that Company may have against Employee or that Employee may have against Company and its owners, officers, directors, employees, or agents in their capacity as such, and its successors or assigns. The claims covered by this Arbitration Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment, including, but not limited to, alleged violation of any federal or state civil rights laws, ordinances, regulations or orders, based on charges of discrimination or harassment on account of race, color, religion, sex, sexual orientation, age, citizenship, national origin, mental or physical disability, medical condition, genetic predisposition, marital status, pregnancy or any other discrimination or harassment prohibited by such laws, ordinances, regulations or orders; claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedures shall culminate in an arbitration procedure different from this), and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, except claims specifically excluded below.

2. **Class, Collective, and Representative Action Waiver.** Employee and Company expressly intend and agree that each will forego pursuing any covered claims on a class, collective, or representative basis and will not assert class, collective, or representative action claims in arbitration or otherwise. Employee and Company shall only submit their own, individual claims in arbitration. Employee and Company shall be entitled to seek dismissal of any class, collective, or representative claims that the other party attempts to bring and may assert this Agreement as a defense in any proceeding in which class, collective, or representative actions are brought.

This waiver does not apply to any class, collective, or representative claims that cannot be waived as a matter of law. Any class, collective, or representative claim that cannot be waived as a matter of law is not subject to this Agreement and must proceed in the applicable state or federal court. This waiver also does not apply to California Private Attorneys General Act claims, which are specifically addressed and governed by Section 3 of this Agreement.

The Company and Employee further agree that any question regarding the arbitrability of class, collective, or representative claims shall be decided by a court of law and not an arbitrator.

No employee will be retaliated against, disciplined or threatened with discipline for exercising his or her rights under Section 7 of the National Labor Relations Act (“NLRA”) by the filing of or participation in a class, collective or representative action, but Company retains the right to enforce this agreement and the Class, Collective and Representative Action Waiver under the Federal Arbitration Act and to seek dismissal of class, collective or representative actions.

3. **Arbitration of Individual Claims under the California Private Attorneys General Act.** For any covered claims brought by Employee under the California Private Attorneys General Act, Cal. Labor Code section 2698, *et seq.* (“PAGA”), Employee and Company agree that Employee will submit his or her individual PAGA claim to arbitration and Employee’s individual PAGA claim will be subject to arbitration pursuant to this Agreement. Because Employee’s individual PAGA claim is subject to arbitration, and because PAGA provides no mechanism to enable a court of law to adjudicate non-individual PAGA claims once the Employee’s individual PAGA claim is subject to arbitration under this Agreement, Employee understands that Employee will not have standing to pursue any non-individual PAGA claim in a court of law, and any non-individual PAGA claim brought by Employee in a court of law will be dismissed due to Employee’s lack of standing.

The Company and Employee further agree that any question regarding the arbitrability of Employee’s individual and non-individual PAGA claims shall be decided by a court of law and not an arbitrator. If a court of law finds any provision in this Section 3 to be unenforceable, in whole or in part, that provision or partial provision shall be severed and any portion of this Section 3 that is enforceable shall be enforced pursuant to the terms of this Agreement.

4. **Claims Not Covered by the Agreement.** Claims that Employee may have for workers’ compensation or for unemployment compensation benefits, or that Company or Employee may have for injunctive relief are not covered by this Agreement. Additionally, nothing in this Agreement shall preclude Employee from filing a complaint or charge with the Equal Employment Opportunity Commission (EEOC), the U.S. Department of Labor (DOL), the National Labor Relations Board (NLRB), or any other applicable local, state, or federal agency. Employee is required to take any steps necessary where required by law to first exhaust administrative remedies prior to initiating a claim for arbitration. Any claim that cannot be administratively resolved before an applicable agency will be subject to arbitration.

This Arbitration Agreement also shall not apply to or govern claims or disputes that may not be subject to pre-dispute arbitration agreements under applicable federal, state or local law existing at the time of the commencement of the arbitration. For claims related to sexual assault and/or sexual harassment, where required by applicable law, Employee may elect to have the sexual assault and sexual harassment claims adjudicated

outside of the arbitration agreement, in which case Employee must affirmatively inform the Company of such an election.

If either Company or Employee have more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims. Nothing in this Agreement shall preclude the parties from agreeing to resolve claims not covered by this Agreement pursuant to the provisions of this Agreement.

Company and Employee agree that any question regarding the arbitrability of any claim excluded hereunder shall be decided by a court of law and not an arbitrator.

5. **Required Notice of Claims.** All statutory claims which require the exhaustion of administrative remedies must be filed with the applicable state or federal agency within the time limits set forth by applicable state and federal law, prior to being submitted to arbitration, or such claims are waived.

If Employee or Company does not make a written request for arbitration within the limitations period applicable to a claim under applicable federal or state law, the party has waived its right to raise that claim, in any forum, arising out of that issue or dispute.

Written notice of a claim against Company, its subsidiaries, affiliated entities, officers, directors, employees or agents shall be sent to the then-current Company agent located at: 510 E. Foothill Blvd., Suite 206, San Dimas, CA 91773, Attn: Chiquita Bell, CEO/CFO

Written notice of a claim against Employee shall be sent to Employee at the address that is on file in the Company's records.

6. **Arbitration Procedure.** Company and Employee agree that, except as provided in this Agreement, any arbitration shall be governed exclusively by and conducted in accordance with the Federal Arbitration Act (FAA), 9 U.S.C. § 1, *et seq.* Company and Employee agree that Company and its relationship with Employee involve and relate to interstate commerce and therefore the FAA applies to and governs this Agreement.

Employee shall initiate the arbitration process by the delivery of a demand for arbitration on the then-current Company representative located at: 510 E. Foothill Blvd., Suite 206, San Dimas, CA 91773, Attn: Chiquita Bell, CEO/CFO via certified mail return receipt and within the time limits which would apply to the filing of a civil complaint in court. Company shall initiate the arbitration process by the delivery of a demand for arbitration on Employee at the address that is on file in the Company's records via certified mail return receipt and within the time limits which would apply to the filing of a civil complaint in court. A late request will be void.

7. **Selection of Arbitrator.** The Arbitrator shall be selected as follows: The parties shall first attempt to select a neutral arbitrator by mutual agreement. If the parties are unable to come to an agreement, the arbitrator shall be appointed consistent with the process set forth in the American Arbitration Association (“AAA”) Employment Arbitration Rules, Rule 12. The AAA Employment Arbitration Rules are available online at https://adr.org/sites/default/files/EmploymentRules_Web_2.pdf or upon request from the Company’s **Human Resources Department**, email: hr@jmstaffing.com. The parties expressly agree that although AAA will supply the parties with a list of arbitrators to conduct the arbitration, the arbitration will not be administered by AAA, nor will it be subject to any AAA rules or procedures other than AAA Rule 12, unless otherwise mutually agreed to by the parties. The parties may also mutually to use another dispute resolution service, if desired.

8. **Governing Law.** The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which Employee works or last worked for the Company, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award all remedies and relief that would otherwise have been available if the claim had been brought by way of a civil complaint in court. **The arbitration shall be final and binding upon the parties.**

The Arbitrator should utilize the Federal Rules of Evidence as a guide to the admissibility of evidence. The parties retain the right to conduct a reasonable amount of discovery guided by the Federal Rules of Civil Procedure, and the Arbitrator shall have the power to decide any discovery disputes between the parties.

Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

9. **Location of Arbitration.** The parties agree that any arbitration shall take place in the state and county in which Employee works or worked for Company, unless such venue is inconvenient to the majority of witnesses expected to be necessary to the case or unless the parties agree to some other locale.

10. **Arbitration Award.** Within sixty (60) days following the hearing and the submission of the matter to the Arbitrator, the Arbitrator shall issue a written opinion and award which shall be signed and dated. The Arbitrator’s award shall include factual findings and the reasons upon which the award is based.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

11. **Arbitration Fees and Costs.** The cost of the Arbitrator and other incidental costs of arbitration shall be borne by Company. The parties shall each bear their own costs for legal representation in any arbitration proceeding, provided, however, that the

Arbitrator shall have the authority to require either party to pay the fees for the other party's representation during the arbitration, as is otherwise permitted under federal or state law, as part of any remedy that may be ordered.

12. **Requirements for Modification or Revocation.** The Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified by a writing signed by Employee and the CEO/CFO, Chiquita Bell of the Company that specifically states an intent to revoke or modify this Arbitration Agreement.

13. **Sole and Entire Agreement.** This is the complete Agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any retirement or benefit plan. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

14. **Construction and Severability.** If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. The parties expressly agree that the remainder of the Agreement should be enforced as written with the excision of the invalid provision, in whole or in part, only.

15. **Not an Employment Agreement.** This Arbitration Agreement is not, and shall not be construed to create, any contract of employment, express or implied. This Agreement does not in any way alter the "at-will" status of Employee's employment.

16. **Knowing Execution of Agreement.** Employee acknowledges that Employee has carefully read this Arbitration Agreement, that Employee understands its terms, that all understandings and agreements between Company and Employee relating to the subjects covered in the Agreement are contained in it, and that Employee has entered into the Agreement voluntarily and not in reliance on any promises or representations by Company other than those contained in this Agreement.

THE PARTIES ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, BOTH EMPLOYEE AND THE COMPANY GIVE UP THEIR RIGHTS TO BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN COURT AND TO HAVE THEIR DISPUTES RESOLVED THROUGH TRIAL BY JURY OR JUDGE.

EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH EMPLOYEE'S PRIVATE LEGAL COUNSEL AND HAS AVAILED HIMSELF OR

HERSELF OF THAT OPPORTUNITY TO THE EXTENT EMPLOYEE WISHES TO DO SO.

Employee:

Company:

Signature of Employee

Signature of Authorized Company Representative

Print Name of Employee

Print Name and Title of Representative

Date

Date