



(240) 203 8243

Mutual Agreement

Mutual Arbitration Agreement

This Mutual Arbitration Agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

This Mutual Arbitration Agreement ("Agreement") is between Employee and GFC Services LLC and assigns to which Employee provides services, if any (collectively "Company"). The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., governs this Agreement, which extends to any claim involving interstate commerce. Except as this Agreement otherwise provides, ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.

MANDATORY CONDITION OF EMPLOYMENT. This Agreement is a mandatory condition of your employment.

COVERED CLAIMS/DISPUTES. Except as otherwise provided in this Agreement, this Agreement applies to any and all disputes, past or future, between Employee (sometimes "you" or "your") and COMPANY, including without limitation any dispute arising out of or related to Employee's application, employment, or separation of employment with COMPANY. This Agreement applies to a covered dispute that COMPANY may have against Employee or that Employee may have against COMPANY, its parent companies, subsidiaries, vendors, managers and affiliates, franchisees, their officers, directors, principals, shareholders, members, owners, employees, and managers or agents, any of which may enforce this Agreement as direct or third-party beneficiaries.

The claims subject to arbitration are those that absent this Agreement could be brought under applicable law. Except as it otherwise provides, this Agreement applies, without limitation, to disputes regarding or related to the application for employment, background checks, privacy, the employment relationship, discrimination, harassment, retaliation, defamation (including post-

employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime, meal and rest penalties, claims related to pay records, breaks and rest periods, termination, claims arising under the Family and Medical Leave Act, claims preempted or excluded below, and all other state or federal statutory and common law claims, including claims under the Fair Credit Reporting Act, Data/Information Security Acts, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Rehabilitation Act, all Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act, any applicable Immigration Reform laws, the Employee Retirement Income Security Act of 1974 (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by ERISA or funded by insurance), the Patient Protection and Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, state statutes or regulations addressing the same or similar subjects, and all other state or local legal claims arising out of or relating to Employee's employment or separation of employment.

Additionally, except as otherwise provided in this Section 3 of this Agreement, Employee and the COMPANY agree that any legal dispute or controversy arising out of, relating to, or concerning the arbitrability of any dispute or controversy or the validity, enforceability, or breach of this Agreement shall be subject to final and binding arbitration.

EXCLUDED CLAIMS/DISPUTES. This Agreement does not apply to litigation pending in a state or Federal court as of the date of your receipt of this Agreement and in which you are a party or a member or putative member of an alleged class ("Pending Lawsuit"). However, this Pending Lawsuit exclusion will not apply once that lawsuit is dismissed or the class alleged in that lawsuit is decertified.

The Agreement also does not apply to claims for worker's compensation benefits, state disability insurance benefits, and unemployment insurance benefits; however, this Agreement applies to retaliation claims based upon seeking such benefits, such as claims for worker's compensation retaliation.

Nothing contained in this Agreement shall be construed to prevent or excuse you individually or in concert with others or the COMPANY from utilizing the COMPANY's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. In addition, either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without provisional relief. Such relief could address, for example, unauthorized

use of patient or vendor trade secrets or confidential or proprietary business information, subject to final relief in arbitration.

Nothing in this Agreement prevents you from making a report or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Agreement prevents the investigation by a government agency of any report, claim, or charge otherwise covered by this Agreement. This Agreement does not prevent or require the waiver of any administrative agency from awarding remedies based on the claims in such a report or charge. Nor does it limit your right to receive an award for information provided to any government agencies. GFC Services LLC will not retaliate against you for filing a claim with or assisting in an investigation by an administrative agency or for exercising individual rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

4. CLASS AND COLLECTIVE ACTION WAIVER. Both you and COMPANY agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective action basis. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action, or in a representative action on behalf of other employees. Regardless of anything else in this Agreement or the American Arbitration Association ("AAA") rules or procedures, any dispute or controversy over the validity, enforceability, or breach of this Class Action Waiver may only be determined by a court of law and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action, and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid or unenforceable, the class or collective action, to that extent, must be litigated in a civil court of competent jurisdiction; but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined, or threatened with discipline by filing or participating in a class or collective action in any forum; however, COMPANY may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

5. ARBITRATOR SELECTION. The parties will proceed to arbitration before a single arbitrator and in accordance with the then-current American Arbitration Association ("AAA") Employment Arbitration Rules ("AAA Rules") (the AAA Rules may be found online, without charge, for example by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com). However, provided, that if there is a conflict between the AAA Rules and this Agreement, this Agreement will govern. Unless the parties mutually agree otherwise, the Arbitrator will be an attorney licensed to practice law and vetted for fairness and experience in this area of law. Each party shall pay its own attorneys' fees. Within a reasonable time after a demand for arbitration is served, the AAA will convene a telephone conference and the parties will strike names alternately

from a list of (in most cases) seven possible arbitrators until only one name remains. The party who strikes first will be determined by a toss of a coin. The person whose name remains will serve as the Arbitrator. If for any reason, the chosen arbitrator cannot serve, AAA may unilaterally appoint a different arbitrator and restart the alternate striking selection process. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction for appointment of an arbitrator pursuant to 9 U.S.C. § 5.

6. INITIATING ARBITRATION. Any parties who wish to arbitrate a claim covered by this Agreement must make a written Request for Arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (deadline for filing that applicable law prescribes for the claim). The Request for Arbitration shall identify the claims asserted, the factual basis for the claims, and the relief or remedy sought. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the Request for Arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

7. RULES/STANDARDS GOVERNING PROCEEDING. The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies are limited to those that would be available to a party in his or her individual capacity in a court of law. This Agreement is intended to be interpreted by the Arbitrator, and no remedies that otherwise would be available under applicable law will be forfeited by this Agreement. Each party can take the deposition of one individual witness and any expert witness designated by another party. Each party also has the right to make requests for production of documents to any party.

The parties can jointly agree to more discovery, and either party can ask the Arbitrator to order more discovery. Each party will also have the right to subpoena witnesses and documents for the arbitration, including documents relevant to the case from third parties. At least thirty (30) days before the final hearing, the parties must exchange a list of witnesses, excerpts of depositions to be introduced, and copies of all exhibits to be used.

Unless the parties jointly agree otherwise, the arbitration will take place in or near the city and in the same state in which Employee is or was last employed by the COMPANY. The Arbitrator has the authority to hear and rule on pre-hearing disputes. The Arbitrator will have the authority to rule on a motion to dismiss and/or a motion for summary judgment by any party, consistent with Rule 12 or Rule 56 of the Federal Rules of Civil Procedure. The Arbitrator will issue a written decision or award, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction will have the authority to enter judgment upon the Arbitrator's decision/award.

8. PAYMENT OF FEES. The COMPANY will pay the Arbitrator's and arbitration fees and costs, except for the filing fee as required by the AAA. If you are financially unable to pay a filing fee, the COMPANY will pay the filing fee, and you will be relieved of the obligation to pay the filing fee.

Disputes regarding the apportionment of fees will be decided by the Arbitrator. Each party will pay for its own costs and attorneys' fees, if any; but if any party prevails on a claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and fees to the prevailing party as provided by law.

9. ENTIRE AGREEMENT/SEVERABILITY. This Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the arbitration of disputes covered by this Agreement. If any portion of this Agreement is deemed unenforceable, the unenforceable portion will be severed from the Agreement and the remainder of the Agreement will remain in full force and effect. This Agreement will survive the termination of Employee's employment and the expiration of any benefits. This Agreement will also continue to apply notwithstanding any change in Employee's duties, responsibilities, position, or title, or if Employee transfers to any affiliate of the COMPANY. This Agreement does not alter the "At-Will" status of Employee's employment. Notwithstanding any contrary language in any COMPANY policy or employee handbook, this Agreement may not be modified or terminated absent consent by both parties.

CONSIDERATION. The COMPANY and Employee agree that the mutual obligations by the COMPANY and Employee to arbitrate disputes provide adequate consideration for this Agreement.

Consent for Mutual Arbitration Agreement:

Prefix

Mr. 

First Name *

Middle Name

Last Name *

Phone *

Email Address *

Please confirm your consent: *

- ☐ Yes, I confirm
- ☐ No, I do not confirm

Your signature:

