

BZ-Resources

VOLUNTARY MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is for the purpose of resolving claims by arbitration and is mutually binding upon _____ (hereinafter “Employee”) voluntarily and BZ-Resources, and any of BZ-Resources corporate affiliates, subsidiaries, successors, assigns, owners, officers, or directors, hereinafter (“BZ-Resources”) (collectively, the “Parties”), unless otherwise agreed to in writing. The Parties agree that the mutual promises contained herein are good and sufficient consideration to support this Agreement.

1. **Agreement to Arbitrate:** Employee agrees to arbitrate and resolve any dispute, claim, or controversy (“Claims”) he or she has, or may have in the future, against BZ-Resources. In exchange, BZ-Resources also agree to arbitrate any Claims they have, or may have in the future, against Employee. The Parties agree that this Agreement applies to any Claims that occurred before or after this Agreement took effect. Employee agrees and understands that the consideration for this Agreement is the mutual obligation to arbitrate between BZ-Resources, in addition to Employee’s employment, or continued employment, with BZ-Resources. The Parties agree that nothing in this Agreement shall be deemed to alter or modify BZ-Resources, policy of at-will employment.
2. **Disputes Covered:** Claims include all disputes not prohibited by law from arbitration, including statutory and common law claims, whether under state, federal, or local law. By way of example and not in limitation of the foregoing, Claims shall include (to the fullest extent permitted by law): theories arising from breach of implied or express contract; implied covenant of good faith and fair dealing; constructive discharge; wrongful discharge; negligence; gross negligence; defamation; false imprisonment; workers’ compensation retaliation; intentional infliction of emotional distress; misrepresentation; personal injury; wage and hour claims; claims arising from work-related activities; unsafe workplace; unlawful discrimination, retaliation, or harassment; sexual harassment; violations of Title VII of the Civil Rights Act, as amended; California Fair Employment and Housing Act (FEHA); Age Discrimination in Employment Act (ADEA); Americans with Disabilities Act (ADA); Family and Medical Leave Act (FMLA); California Family Rights Act (CFRA); Fair Labor Standards Act (FLSA); California Industrial Welfare Commission Wage Orders; or the California Labor Code; or any other dispute between the parties. **Claims under the National Labor Relations Act are expressly not covered by this Agreement.**
3. **Preliminary Injunctive Relief:** The Parties acknowledge that nothing in this Agreement affects the Parties’ entitlement to preliminary injunctive relief pending the outcome of the arbitration procedure regarding any Claims between the Parties. A request for preliminary injunctive relief shall not be deemed incompatible with, nor a waiver of, the requirement to arbitrate claims between the Parties.
4. **Arbitration Procedures:** The Parties agree that the Claims shall be finally decided by arbitration administered by the American Arbitration Association (AAA) pursuant to its Employment Arbitration Rules & Mediation Procedures and subject to any minimum standards of procedural fairness or due process recognized by the AAA. In the event that the AAA is unable or unwilling to hear the case, alternate arbitrators may be selected by the AAA or a similar group. **THE PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THIS AGREEMENT.**

Employee acknowledges that he or she has been provided with a copy of the AAA Employment Arbitration Rules & Mediation Procedures in conjunction with the Agreement, and Employee acknowledges that he or she has been made aware that Employee can obtain additional copies, either from the Human Resources office or online, at www.adr.org.

5. **Class Action Waiver:** In consideration for the mutual promises contained in this Agreement, and Employee’s employment, or continued employment, with BZ-Resources, the sufficiency of which is hereby acknowledged, the Parties agree that no party shall have the right to:
 - (a) Arbitrate any Claim on a class or collective action basis or in a purported representative capacity on behalf of any fellow employees, contractors, or anyone similarly situated;

Initials: _____

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- (b) Join or consolidate in any arbitration Claims brought by or against the Parties, unless otherwise agreed to in writing by all Parties;
- (c) Litigate any Claim in court or have a jury trial on any Claims; and
- (d) Participate in a representative capacity or as a member of any class of claimants in an action in a court of law pertaining to any Claims.

The Parties further agree that Claims pertaining to different employees, contractors, or any party covered by this Agreement shall be heard in separate proceedings. Applicant may bring any claim, that absent this Agreement would have been permitted to be brought as a class or collective claim, in the form on an individual claim. In the event that Applicant files a lawsuit against any of the Parties, such party may seek an order to compel compliance with this Agreement.

6. Arbitration Costs: BZ-Resources agrees to pay all fees, costs, or other charges charged by the AAA or any other organization administering an arbitration proceeding pursuant to this Agreement that are above and beyond the filing fees of the federal or state court in the jurisdiction in which the dispute arises, whichever is less. The Parties agree that they will each be responsible for their own costs of legal representation, if any, except where such costs of legal representation may be awarded as a statutory remedy by an arbitrator.
7. Confidentiality: All proceedings and all documents prepared in connection with any Claim under this Agreement shall be confidential and, unless otherwise required by law, the subject matter of the same shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with the court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this paragraph concerning confidentiality.
8. Severability: Should any portion of this Agreement be declared or be determined by any arbitrator, court, or tribunal of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and shall remain in full force and effect, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement to the most limited extent necessary to make all of the remaining terms and provisions enforceable.
9. Term; Modification; Revocation: This Agreement shall survive the employer-employee relationship between BZ-Resources and Employee, and shall apply to any covered Claim, whether it arises or is asserted during or after termination of the Employee's employment with BZ-Resources. This Agreement can be modified or revoked only by a writing signed by the Employee and an executive officer of BZ-Resources that references this Agreement and specifically states an intent to modify or revoke this Agreement.
10. Enforcement of Arbitration Awards: Any award by an arbitration panel shall be final and binding upon the Parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. This Agreement is covered and enforceable under the terms of the Federal Arbitration Act.

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I UNDERSTAND THAT THIS AGREEMENT IS EFFECTIVE THE DATE MY EMPLOYMENT COMMENCES AND THAT IT DOES NOT CONSENT OR APPLY TO ME BEING EMPLOYED. THIS FORM IS VOLUNTARILY SIGNED FORM AT MY "THE EMPLOYEE OR APPLICANTS" OWN FREE WILL I ALSO UNDERSTAND THAT THIS AGREEMENT RESTRICTS MY RIGHT TO SUE MY EMPLOYER AND APPLIES TO ANY CLAIM, INCLUDING THOSE THAT OCCURRED BEFORE THE DATE I SIGN BELOW. I FURTHER UNDERSTAND THAT THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHT TO A JURY TRIAL.

I HAVE READ THE AGREEMENT ABOVE CAREFULLY AND HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE TERMS AND THEIR EFFECT ON ME AND MY RIGHTS. BY MY SIGNATURE BELOW, I KNOWINGLY AND VOLUNTARILY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY MY SIGNATURE BELOW, I ALSO ACKNOWLEDGE THAT I HAVE BEEN GIVEN A COPY OF THE AAA EMPLOYMENT ARBITRATION RULES AND MEDIATION PROCEDURES.

Employee's Name

By:

Employee's Signature

BZ-Resources Representative

Date

Date

Initials: _____