



Mutual Agreement to Arbitrate Claims

I recognize that differences may arise between VENTURE VOLTS and/or any current and former owners, partners, members, officers, directors, employees, representatives and agents, all parent companies, subsidiaries and affiliated entities, all benefit plans and benefit plan sponsors, fiduciaries, administrators, and all successor and assigns of any of them (collectively and individually, the "Company"), and me during or following my employment with the Company. I understand that, by signing this Mutual Agreement to Arbitrate Claims (the "Agreement"), both the Company and I are agreeing to resolve any differences between us (except as specifically excepted below) through the binding arbitration procedures explained below.

Claims Covered by this Agreement. To the maximum extent allowed by law, the Company and I mutually consent to the resolution by binding arbitration of all claims or causes of action, except as provided below, that the Company may have against me or that I may have against the Company under any federal, state or local law including, but not limited to: claims for breach of any contract or covenant; tort claims; claims for discrimination or harassment of any kind under law; claims for retaliation; claims for violation of public policy; claims for unpaid wages or other wage claims including, but not limited to, claims for overtime pay, meal and rest periods, pay stub violations, minimum wage, back wages, sick leave and vacation leave; claims for violation of any federal, state, local or other law, statute regulation or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, as amended, the Fair Labor Standards Act, the Equal Pay Act, the Family and Medical Leave Act and any applicable state laws.

Claims Not Covered by this Agreement. This Agreement does not apply to claims for workers' compensation or unemployment compensation benefits, claims which fall within the jurisdiction of small claims court or any other claim not subject to arbitration under applicable law. I understand that I may bring issues to the attention of federal, state or local government agencies, which, if the law allows, can seek relief against the Company on my behalf. Also, this Agreement shall not prohibit the Company or me from filing a claim against the other with any federal, state or local government agency.

Waiver of Right to Class Actions. I understand that, by signing this Agreement, both the Company and I are giving up any right we may have to participate in a class action or proceeding to the extent permitted by applicable law. Accordingly, the Company and I may only bring claims against each other in our individual capacities, and neither of us may bring claims against the other as a plaintiff or member in any purported class action or proceeding, unless applicable law holds to the contrary. Furthermore, unless the Company and I agree in writing otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class action proceeding.

Federal Arbitration Act Governs. This Agreement to arbitrate is subject to and governed by the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.* ("FAA"). State arbitration laws do not apply or govern this Agreement in any respect unless specifically referenced herein.

Arbitration Procedures. The Company and I agree that any arbitration shall be in accordance with and under the auspices and rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") for the resolution of employment disputes, unless the parties mutually agree to use a different dispute resolution service. The JAMS Employment Arbitration rules & Procedures may be found on JAMS' website at:

The arbitration shall take place in the county where the Company last employed me. This Agreement will be governed by the laws in the state where the Company last employed me. The arbitrator shall be neutral and will be selected by the mutual agreement of the parties.

The arbitrator shall have the authority to grant any party all remedies otherwise available by law, including injunctions, but the arbitrator shall not have the power to grant any remedy that would not be available in state

or federal court. The arbitration shall provide for written discovery and depositions as provided in the Federal Rules of Civil Procedure, keeping in mind the goal of achieving a prompt, efficient and affordable process, and for written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. The arbitrator's decision must be issued no later than thirty (30) days after a dispositive motion is heard and/or an arbitration hearing has been completed. The arbitrator's decision regarding the claims shall be final and binding upon the parties and shall be enforceable in any court having jurisdiction thereof.

The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

Arbitration Fees and Costs. I will be required to pay an arbitration fee to initiate any arbitration equal to what I would be charged as if I filed a case in court. The Company shall advance the remaining fees and costs of the arbitrator to the extent such costs exceed what would otherwise be incurred in a court proceeding. However, to the extent permissible under applicable law, and following the arbitrator's ruling on the matter, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. Each party shall pay its own or his/her own costs and attorneys' fees, if any. If, however, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, the arbitrator may award attorneys' fees to the prevailing party to the extent permitted by applicable law.

Modification/Entire Agreement. This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by a writing signed by the parties that specifically states an intent to revoke or modify this Agreement.

Severability. If any provision of this Agreement, is found to be unenforceable, in whole or in part, such finding shall not affect the validity of the remainder of this Agreement and this Agreement shall be reformed to the greatest extent possible to ensure that the resolution of all conflicts between the parties as described herein are resolved by neutral, binding arbitration.

Violation of this Agreement. Should either party to this Agreement pursue any arbitrable dispute by any method other than arbitration, the other party shall recover from the initiating party all damages, costs, expenses and attorneys' fees incurred as a result of such action or proceeding

Not an Employment Agreement. This Agreement does not alter the at will status of my employment. **I acknowledge that I have carefully read this Agreement and that I understand its terms.**