

## VOLUNTARY MUTUAL ARBITRATION AGREEMENT

**This Voluntary Mutual Arbitration Agreement is a contract covering important issues relating to your rights as an employee. It is your sole responsibility to read this entire document and understand it before signing. You are free to seek assistance from independent advisors of your choosing outside the Company if you so choose.**

1. **AGREEMENT TO ARBITRATE.** In exchange for the mutual promises contained in this Agreement, I, the “Employee,” (on my behalf, as well as on behalf of my successors, assigns, heirs, spouse, and agents) and Sterling Engineering, Inc. including all of its parents, subsidiaries, affiliates, alleged agents, and alleged joint or co-employers, clients, customers, vendors, partners, and their respective partners, officers, directors, employees, shareholders, agents, officials, and attorneys (“Company”) (collectively, “the Parties” and individually each a “Party”) voluntarily and knowingly enter into this *Voluntary Mutual Arbitration Agreement* (“Agreement”) and agree to resolve all disputes arising out of or relating to my application for employment with Company, my employment with Company, or termination of my employment with Company, by binding and final private arbitration in accordance with the provisions of this Agreement. This Agreement is being entered into pursuant to and shall be governed by, construed, and enforced pursuant to the procedures and substantive provisions of the Federal Arbitration Act (“FAA”) to the exclusion of any state or local law inconsistent in any way with the FAA. By signing this Agreement, I am waiving my right to have any claims heard before a jury in a court of law.

1. **COVERED CLAIMS.** The claims that the Company and I agree will be arbitrated include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wages, bonuses, or other compensation, claims for wrongful termination (constructive or actual), claims for discrimination, harassment, or retaliation (including, but not limited to, discrimination, harassment, or retaliation based on race, age, color, sex, gender, gender identity, transgender status, sexual orientation, national origin, alienage or citizenship status, creed, religion, marital status, partnership status, familial status, domestic violence victim status, military status, predisposing genetic characteristics, medical condition, including pregnancy, psychological condition, mental condition, criminal accusations and convictions, disability, or any other trait or characteristic protected by federal, state, or local law), claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Worker Adjustment and Retraining Notification Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, the Uniform Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, the Dodd-Frank Act, the Sarbanes-Oxley Act, the Occupational Safety and Health Act of 1970, biometric privacy laws, antitrust laws, and any other federal, state, local, or foreign law that governs any aspect of Company’s and my employment relationship, including the establishment or termination of that relationship, that can be arbitrated under applicable law (“Covered Claims”). Covered Claims under this Agreement include claims arising out of or related to acts or omissions that occurred before entering into this Agreement and those that may occur in the future. Claims for sexual assault and sexual harassment arising or accruing on or after March 3, 2022 may be arbitrated in accordance with this Agreement only as permitted by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021.

This Agreement does not cover: (a) claims for workers’ compensation or unemployment compensation benefits; (b) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated under applicable law; (c) administrative charges for unfair labor practices or other complaints or proceedings brought before the National Labor Relations Board; (d) administrative charges brought before the Equal Employment Opportunity Commission, the National Labor Relations Board, Department of Labor, or similar state or local agency; (e) representative claims brought under the California Private Attorneys General Act of 2004 (however, I expressly agree to bring all of my individual claims, including individual claims for penalties of any type, in arbitration); (f) any claims for which this Agreement would be invalid as a matter of federal law or state law that is not preempted by federal law.

Claims brought by either Party against the other are subject to arbitration.

**California Employees Only:** I agree that any claim I may believe I have under the California Labor Code, including but not limited to claims for or related to overtime, unpaid wages, alleged misclassification, meal periods, rest periods, or noncompliant wage statements shall be Covered Claims subject to the terms of this Agreement.

2. **INTENDED THIRD-PARTY BENEFICIARIES.** I agree that Company’s parents, subsidiaries, affiliates, alleged agents, and alleged joint or co-employers, and their respective partners, officers, directors, employees, shareholders, agents, officials, customers, clients, and attorneys are third-party beneficiaries of this Agreement and entitled to enforce this Agreement for any Covered Claim brought against them.

3. **ARBITRATION PROCEDURE AND FEES.** The arbitration shall be administered by the American Arbitration Association (“AAA”) and shall be held before a single arbitrator, in accordance with the Employment Arbitration Rules of the AAA in effect at the time the

arbitration is commenced. The rules are available online at [www.ADR.org](http://www.ADR.org). Unless the law of the state where I was most recently employed by Company requires otherwise, I agree that the arbitration will take place in or near the city in which Employee is or was most recently employed by Company. The Parties shall have access to all discovery mechanisms available in court, except upon request of any Party, and considering the claims and complexity of the dispute, the arbitrator may place reasonable limits on the amount of written discovery or depositions. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the award is based. Company shall pay the administrative fees and the arbitrator's fees associated with an arbitration under this Agreement, except that Employee shall be responsible for paying the initial filing fees as provided by the AAA rules. Each Party shall pay its own expenses, including its attorneys' fees, to the same extent as if the matter were being heard in court. If any Party prevails on a statutory claim that affords the prevailing party the right to recover attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs to be awarded to the prevailing party, the arbitrator may award reasonable attorneys' fees in accordance with the applicable statute or written agreement. The arbitrator shall resolve any dispute as to the reasonableness of any fees or costs awarded under this section.

**Arbitrator's Authority.** The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between Company and Employee, unless the Parties expressly agree to consolidation of more than one claim in a single arbitral proceeding. This means an arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative, joint, or group action or awarding relief to a group of claimants or employees in one proceeding, to the maximum extent permitted by law. Employee agrees that this Agreement shall apply equally to any currently-pending putative class, collective, or representative actions in which the named plaintiff seeks to pursue claims on behalf of a group of employees to which Employee may belong, and that the Employee further waives his or her right to join or consolidate claims with others, or to make claims with others as a plaintiff or class member or claimed aggrieved employee in any purported class, collective, or representative action. The Parties have the right to file dispositive motions and post-hearing briefs. The arbitrator's authority and jurisdiction are limited to determining the claims in dispute consistent with controlling law and this Agreement. Except as otherwise provided herein, the arbitrator shall apply, and shall not deviate from, the substantive law of the state in which the claim(s) arose and/or federal law, as applicable. The arbitrator shall not have the authority to hear disputes not recognized by existing law and shall dismiss such claims upon motion by either Party in accordance with the summary judgment standards of the applicable jurisdiction. Similarly, the arbitrator shall not have the authority to order any remedy that a court would not be authorized to order; rather, except as provided in the following paragraph, the arbitrator shall have the power to award all legal and equitable relief that would be available in court under applicable law. The arbitrator shall have the authority to issue subpoenas to compel the production of documents during discovery and the attendance of witnesses at the arbitration hearing and shall do so upon the reasonable request of either Party. The arbitrator shall make reasonable efforts to conduct the arbitration hearing within six months of his or her appointment but has discretion to extend this timeline upon a showing of good cause. The arbitrator shall render his or her written determination setting forth findings of fact and conclusions of law. The arbitrator's decision shall be binding to the maximum extent permitted by law. No decision or arbitral award determining an issue with a similarly situated employee shall have any preclusive effect in any arbitration between the Parties, and the Arbitrator shall have no authority to give preclusive effect to the issues determined in any arbitration between Company and any other employee.

**Notice of Arbitration Demand.** To the extent permitted by law of the state in which Employee last worked for Company, all claims either Party may have against the other Party shall be brought within one year of the claim accruing. If a contractually agreed one-year statute of limitations is prohibited by applicable law, claims are subject to the same statute of limitations that applicable law prescribes for each claim. The Party bringing a claim must demand arbitration in writing and deliver the written demand in person, by overnight delivery, or by first-class U.S. mail to the other Party within the applicable statute of limitations period. The written demand for arbitration by Employee to the Company must be delivered to Company at the following address: Sterling Engineering, Inc. Attn: Human Resources Department, 2 Westbrook Corporate Center, Suite 300, Westchester, IL 60154, with a courtesy copy sent by email to the following: [HR@sterling-engineering.com](mailto:HR@sterling-engineering.com). The written demand for arbitration by Company to Employee must be delivered to Employee at the last home address provided by Employee as reflected in the Company's system of record.

#### **4. WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION CLAIMS.**

**BY ENTERING INTO THIS AGREEMENT, AND EXCEPT FOR CLAIMS THAT CANNOT BE WAIVED UNDER APPLICABLE LAW, THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY IN ARBITRATION, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.**

The Parties agree that arbitration in no way limits the relief that any Party may seek regardless of the jurisdiction in which arbitration has been filed. If this class, collective, and representative action waiver is unenforceable, the matter shall proceed in a court of competent jurisdiction. Under no circumstances do the Parties agree to proceed with arbitration of class, collective or representative claims.

**California Employees / PAGA Claims Will Be Brought on an Individual Basis in Arbitration.** THE PARTIES AGREE THAT ANY INDIVIDUAL CLAIM UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE SECTION 2698 ET SEQ. ("PAGA"), MUST BE BROUGHT AS AN INDIVIDUAL PAGA CLAIM IN ARBITRATION UNLESS APPLICABLE LAW EXPRESSLY REQUIRES OTHERWISE. This

Agreement does not prohibit the arbitration of individual PAGA claims, meaning PAGA claims premised on purported Labor Code violations affecting the individual employee who chooses to initiate arbitration. Such claims are “representative” only in the sense that the individual employee is seeking PAGA penalties as a representative of the state. However, the Arbitrator is without authority to preside over any PAGA claim by Employee that seeks penalties or any other relief based on Labor Code violations purportedly suffered by other employees, or which is joined by or consolidated with another person’s PAGA claim.

To the extent Employee seeks to bring claims for PAGA penalties on behalf of other allegedly aggrieved employees, such claims may not be heard in arbitration and must proceed in court only after Employee’s individual claims have proceeded to resolution in Arbitration as set forth herein.

No employee of Company who has agreed to arbitrate their individual PAGA claims may be included as an “aggrieved employee” in any PAGA case initiated by another employee. By signing this Agreement, Employee acknowledges that seeking penalties on behalf of other employees who have signed agreements substantially similar to this Agreement, or who have otherwise agreed to arbitrate their individual PAGA claims, would circumvent those employees’ contractual obligations, without their knowledge or consent.

Should any portion of this Section 5 be found to be unenforceable or unlawful for any reason, then the Parties agree the court or arbitrator shall strike and sever from the Agreement any unreasonable or unenforceable provision. The portion of this section that is enforceable as to individual claims shall be enforced in arbitration. Employee should feel free to consult with legal counsel as they consider this Agreement.

**5. DISPUTES REGARDING SCOPE AND ENFORCEABILITY.** A court of competent jurisdiction sitting in the county where the arbitration is intended to proceed pursuant to this Agreement shall have exclusive authority only to resolve any dispute relating to the validity of this Agreement, including enforceability of the class, collective, and representative action waiver set forth in Section 5. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve every other dispute between the Parties covered by this Agreement including the scope of the arbitrator’s jurisdiction.

**6. FINAL AND BINDING ARBITRATION.** Any arbitration award determination shall be final and binding upon the Parties and may only be appealed as provided for by applicable law. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction without any right of judicial review or appeal.

**7. SEVERABILITY.** If any provision of this Agreement is found to be void or unenforceable, the Parties agree that the subject clause found to be void or unenforceable will be severed and the remainder of the Agreement shall remain in full effect and enforceable.

**8. AGREEMENT IS KNOWING AND VOLUNTARY.** By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement, including the agreement to arbitrate and waiver of class, representative, and collective actions contained in it and that their signature is knowing and voluntary. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. Employee understands that by signing this, Employee acknowledges that Employee has received, read, understands, and agrees to all the terms contained in this Agreement. Employee understands and agrees that consenting to this Agreement is not a mandatory condition of employment with the Company and Employee may revoke Employee’s signature within 30 days of signing, by providing written notice to: Sterling Engineering, Inc. Attn: Human Resources Department, 2 Westbrook Corporate Center, Suite 300, Westchester, IL 60154 or by contacting the Human Resources Department at (630) 993-3400. Employee is advised to retain proof of any revocation.

This Agreement shall survive the termination of employment and may only be modified in writing signed by both Parties.

**Electronic Signatures:** Each Party respectively authorizes the use of an electronic signature to show acceptance of and agreement to this Agreement, and further understands and acknowledges that an electronic signature is valid and has the same legal effect as an ink signature.

**Received and Agreed:**

Justice McKinney

Employee / Applicant Signature

Print Name: Justice McKinney

Date: 02/14/2026 CST

**Agreed to by:** Sterling Engineering, Inc.

# Signature Field Information

Field:	worker:signature-1 (66f708d80e99bfb5ba9cb9ca)
Signed By:	McKinney, Justice (2507615)
Signed At:	2026-02-14 23:20:17 UTC
Signed From:	97.224.111.45
Page:	3
X:	0.51
Y:	8.93