



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

I recognize that differences may arise between Preservation Partners Management Group, Inc. (and/or any related or affiliated entity ("**the Company**")) and me during or following my employment with the Company. I understand that, by signing this Mutual Agreement to Arbitrate Claims (this "**Agreement**"), both the Company and I are agreeing to resolve any differences between us through the binding arbitration procedures explained below.

- I understand that if I am not currently employed by the Company, my employment is consideration for my acceptance of this Agreement.
- I understand that if I am currently employed by the Company, my continued employment with the Company is consideration for my acceptance of this Agreement.
- In addition, the promises by the Company and by me to arbitrate claims, rather than litigate them before courts or other bodies, provide consideration for each other.

1. **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 that the Company may have against me or that I may have against the Company or the Company's current and former owners, partners, members, officers, directors, employees, representatives and agents, all subsidiary and affiliated entities, all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

The claims covered by this Agreement are intended to, and shall, encompass the widest possible scope of claims, disputes or controversies including, but not limited to: claims for breach of any contract or covenant; tort claims; claims for discrimination or harassment (including, but not limited to, race, sex, religion, national origin, age, medical condition, disability or sexual orientation); claims for retaliation; claims for violation of public policy; claims for unpaid wages; and 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, the Americans with Disabilities Act, the California Fair Employment & Housing Act ("FEHA") (and other state's anti-discrimination laws), the California Labor Code, Sarbanes-Oxley Act 18 U.S.C. §1514A, the Private Attorney General Act ("PAGA claims"), the Family Medical Leave Act ("FMLA") and/or the Fair Labor Standards Act.

2. **Claims Not Covered by this Agreement.** The claims that will not be subject to this Agreement are as follows: Any claims I may have for workers' compensation or unemployment compensation benefits or claims that may not, as a matter of law, be subject to mandatory arbitration provisions. Additionally, this Agreement does not preclude the employee's right to file an administrative charge before a governmental agency, such as the

Equal Employment Opportunity Commission, National Labor Relations Board, or Department of Labor. I also understand that, to the full extent permitted under the law, I may only bring claims under this Agreement in my individual capacity and not as a plaintiff, representative or class member in any purported class or representative proceeding.

If I am currently an employee, this Agreement shall be binding and effective upon the day of execution as indicated below. This Agreement shall not be binding to any claims that have accrued, which are known or which may exist prior to the execution of this Agreement.

3. **Waiver of Right to Jury Trial.** I understand that, by signing this Agreement, both the Company and I are giving up any right we may have to a jury trial on all claims we may have against each other, as described in Paragraph 1.

4. **Waiver of Right to Maintain or Participate in Class Action.** I understand that, to the full extent permitted under the law, by signing this Agreement, I am giving up any right I may have to be a plaintiff or class member in any purported class or representative suit proceeding, on all claims I may have against the Company, as described in Paragraph 1.

5. **Waiver of Right to PAGA Claims.** I understand that by signing this Agreement, and to the full extent permitted by law, I am giving up any right I may have to bring forth and/or assert any claims under the Private Attorneys General Act, which includes recovery of civil penalties and attorneys' fees under PAGA.

6. **Required Notice of All Claims.** The Company and I agree that if a dispute arises, the party who wants to arbitrate the dispute must give written notice of any claim to the other party within the proscribed statute of limitations or within one (1) year of action resulting in claim if no statute of limitation exists. Written notice to the Company or its officers, employees or agents, shall be sent to the Company's corporate office, to the attention of the Chief Executive Officer (Charles Treatch), located at 21515 Hawthorne Blvd., Suite 150, Torrance, California 90503. I will be given notice at the last address recorded in my personnel file (unless I send written notice to the Company notifying them of the need to use a different address). The written notice must describe the nature of all claims asserted and must detail the facts upon which the claims are based. The notice must be sent to the other party(ies) by FedEx (or another similar overnight mail service provider) or by certified or registered mail, return receipt requested.

7. **Arbitration Procedures.** The Company and I agree that, except as provided in this Agreement, 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. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitration shall take place in Los Angeles County, California or a location that is within 50 miles of the location where the employee was last employed by the Company (unless the parties mutually agree to conduct the arbitration in a different location). The arbitrator will have experience in arbitrating employment disputes and will be selected by the mutual agreement of the parties. If the parties cannot agree on a neutral arbitrator, I first, and then the Company, will alternately

strike names from a list of arbitrators provided by JAMS until only one name remains. The arbitrator shall have 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. 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 arbitrator will have the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The arbitrator shall apply the applicable statute of limitations to any claim, taking into account compliance with the notice requirements set forth in Paragraph 5, above. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment on the pleadings, and judgment under Code of Civil Procedure § 631.8. The arbitration shall provide for written discovery and depositions as provided in California Code of Civil Procedure Section 1283.05 and for a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. The laws of the State of California shall apply to all disputed issues in the arbitration. 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 governing rules of procedure applicable to the arbitration proceedings, with the exception of written discovery and depositions as stated above, shall be those proscribed and enforced by JAMS which can be located at the following website address: <https://www.jamsadr.com/rules-employment-arbitration/>, or found within the www.jamsadr.com website.

8. **Arbitration Fees and Costs.** The Company will pay all costs to JAMS to initiate the arbitration and costs associated in conducting the arbitration. However, to the extent permissible under the 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 costs (for the employee this includes all fees that are not payable to the arbitrator and/or JAMS for conducting the arbitration) and attorneys' fees, if any. If, however, any party prevails on a statutory or contractual claim that affords the prevailing party attorneys' fees, the arbitrator may award attorneys' fees to the prevailing party to the extent permitted by law.

9. **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. Further, any modification or revocation of this Agreement will be conducted with advance 30 days notice by the Company. This is the complete agreement of the parties on the subject of arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). This 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 Agreement, except as specifically set forth in this Agreement. 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 the provision and/or the remaining provisions 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 are resolved by neutral, binding arbitration.

10. **Not an Employment Agreement.** Neither the terms nor the conditions described in this Agreement are intended to create a contract of employment for a specific duration of time or to limit the circumstances under which the parties' employment relationship may be terminated. Since my employment with the Company is voluntarily entered into, I am free to resign at any time. Similarly, because I am an "At Will" employee, the Company may terminate my employment relationship without cause or notice at any time.

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

I acknowledge that I have carefully read this Agreement and that I understand its terms. I acknowledge that, except as otherwise provided herein, I am waiving my right to have any claim as identified herein adjudicated or settled by a court or jury.

I further acknowledge that I have been given the opportunity to discuss this Agreement with my private, legal counsel and have taken advantage of that opportunity to the extent I wanted to do so.

Signature of Employee

Date Signature of Company Rep

Print Name of Employee

Date Print Name of Company Rep