**MUTUAL ARBITRATION AGREEMENT**

This Mutual Arbitration Agreement (“Agreement”) is entered into between \_\_\_\_\_\_\_\_\_\_ (“Employee”), and \_\_\_\_\_\_\_\_\_\_ (“Company”) (collectively the “Parties”), on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018. In consideration of Company’s hire or continued employment of Employee, and in further consideration of the mutual covenants set forth below, and intending to be legally bound, Company and Employee agree as follows:

1. Covered Claims. For purposes of this Agreement, claims that relate to the Employee’s employment with Company or the termination of that employment, whether based in statute, common law, or otherwise, and that are not “Excluded Claims,” are “Covered Claims.” The Agreement applies to all Covered Claims that could be asserted in court or before an administrative agency, including but not limited to claims, whether under state or federal law, for breach of contract or covenant (express or implied), wrongful discharge, retaliation, torts, or harassment or discrimination, failure to pay wages and/or overtime compensation (whether under federal or state law), overtime, compensation, or other remuneration; any Covered Claims against the directors, officers, insurers, or employees of Company or its affiliated entities; and any and all disputes concerning the arbitrability of any employment-related claim.

**As to these Covered Claims, Employee understands that Employee and the Company are waiving the right to a trial in front of a judge and jury.**

1. Excluded Claims. This Agreement does not apply to the following “Excluded Claims:” claims for workers’ compensation benefits; claims for unemployment compensation benefits; claims by Company for injunctive or other equitable relief, including but not to limited claims for unfair competition and the use or disclosure of confidential business or client information, for which Company may seek relief from a court of competent jurisdiction; and claims for employee benefits that the Employee contends are owed to Employee pursuant to any employee benefit plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan. This Agreement should not be read to limit or interfere with any rights that an employee may have to file administrative claims, including claims with the National Labor Relations Board, the United States Equal Employment Opportunity Commission (“EEOC”), or similar state or local agencies, or to bring claims that, by law, may not be subject to a mandatory arbitration arrangement. However, if Employee chooses to pursue a claim after conclusion of the EEOC or similar federal, state, or local agency’s consideration of their charge then Employee shall still be subject to this Agreement.
2. Waiver of Class and Collective Actions. Employee agrees that Covered Claims will be arbitrated only on an individual basis, and that both Employee and Company waive the right to participate in or to receive money or any other relief from any class, collective, or representative proceedings. No party may bring a claim on behalf of other individuals, and any arbitrator hearing a Covered Claim may not: (i) combine more than one individual’s claim or claims into a single case; (ii) participate in or facilitate notification of others of potential claims; or (iii) arbitrate any form of a class, collective, or representative proceeding. By signing this Agreement, the Parties waive any substantive or procedural rights they may have to bring an action on a class, collective, representative, or other similar basis against each other. Notwithstanding, if there is more than one Covered Claim between Employee and Company, then all such Covered Claims shall be heard in a single proceeding.
3. Initiation of Arbitration. A Party wishing to pursue a Covered Claim must submit the dispute to final and binding arbitration before a single arbitrator under the auspices of the American Arbitration Association (“AAA”), pursuant to AAA’s Employment Arbitration Rules (“Rules”) which are in effect at the time when a demand for arbitration is made. In reaching a decision, the arbitrator shall apply the substantive law that is applicable to the claims. The arbitrator shall also be bound by any applicable Company handbooks, rules, policies and procedures. The arbitrator shall have the power to award all remedies that could be awarded by a court or administrative agency under applicable statutory or common law. The arbitrator shall render a reasoned opinion and award in writing, finding facts and applying the applicable law. The Company shall pay for all fees and costs of the arbitrator; however, the Parties shall pay for their own costs and attorney’s fees, if any, except as otherwise required by law or as ordered by the arbitrator. A party may enter judgment upon the arbitrator’s award in any court having jurisdiction. The award may be vacated or modified only on the grounds specified in the United States Arbitration Act or other applicable law.
4. Choice of Law & Severability. this Agreement and all claims made between the parties to this Agreement shall be made, governed, enforced, and construed in accordance with the law of the State of Michigan, without regard to its choice of law/conflicts of law principles. If any term, provision, or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable. Any party which moves to compel arbitration pursuant to this Agreement is entitled to recovery their attorney’s fees and costs relating to same against the party which improperly pursued a claim outside of arbitration. The parties agree that each has participated equally in the drafting of this Agreement and had the opportunity to propose changes to the Agreement, as well as to consult counsel, prior to signing.
5. Completeness. This Agreement sets forth the complete agreement of the Parties regarding arbitration of employment-related claim, and supersedes any prior or contemporaneous oral or written understanding on this subject. Neither party is relying on any representations, oral or written, as to the effect, enforceability, or meaning of this Agreement, other than the written representations set forth in this Agreement. **Both the Company and Employee understand that by using arbitration to resolve disputes they are giving up any right that they may have to a judge or jury trial with regard to all issues concerning employment.**

I have had an opportunity to read, review and consider this Mutual Arbitration Agreement and hereby agree to be bound by the terms of it.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

Company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_