



## Arbitration Agreement

I understand that by signing this document I am entering a mutual arbitration agreement with Parkpoint Clubs (“Agreement”).

In the event of any dispute, claim or controversy (referred to as “claim” or “claims”) between me and Parkpoint Clubs (or any of Parkpoint Clubs’ successors, assigns, subsidiaries, divisions and/or affiliates and/or any of its respective officers, shareholders, partners, directors, members, managers, employees or agents or any of its benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates and agents) (collectively referred to as the “Company”) whether or not arising out of or relating to this Agreement or my recruitment, application, hiring (or non-selection for employment opportunities) or my employment (or termination of employment) with the Company, both the Company and I agree to submit such claim to final and binding arbitration.

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”). To the extent that the FAA is inapplicable, the arbitration law of California shall apply. Disputes covered by this Agreement include, but are not limited to, unpaid wages, meal and rest breaks, breach of contract, torts, violation of public policy, discrimination, harassment, or any other employment-related claims, regardless of whether such dispute is initiated by me or the Company. However, claims for Worker’s Compensation benefits, state disability insurance and unemployment insurance (or any other claims where mandatory arbitration is prohibited by law) are not covered by this Agreement and such claims may be presented by me to the appropriate court or government agency.

Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency, but only to the extent that such administrative claim is legally required to exhaust administrative remedies before making a claim in arbitration.

Any dispute between the parties, as described above, may only be maintained in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding (“Class Action Waiver”). This Class Action Waiver also means that the arbitrator in any arbitration may not consolidate my claims with any other employee’s claims and may not otherwise preside over any form of a representative or class proceeding, subject to the terms concerning Private Attorneys General Act (“PAGA”) actions discussed below. With this Class Action Waiver, I understand that the arbitrator will not have authority to determine whether a class action can proceed in arbitration.

Representative claims under PAGA are not covered within the scope of this Class Action Waiver and may be maintained in a court of law. Regardless of anything else in this Agreement, any contention that all or part of this provision concerning PAGA actions are unenforceable, void or voidable may be determined only by a court and not the arbitrator.

Except as otherwise provided in this Agreement, the arbitration will be resolved in accordance with the then-current American Arbitration Association (“AAA”) rules governing employment disputes. The current rules can be found at [www.adr.org](http://www.adr.org). I understand that the Company will provide me a written copy of those rules upon my request.

The location of the arbitration proceeding shall be in Sonoma County, California. The arbitration shall be conducted in private and, to the extent permitted by applicable law, the evidence presented and the

arbitration award shall be and remain confidential. Nothing herein shall preclude or limit the right of either party to make a report to an appropriate government agency or commission, to his or her immediate family, attorney, or accountant.

The arbitrator may award any party any remedy to which that party is entitled under applicable law, including an award of attorneys' fees and an award of costs to the prevailing party under California Code of Civil Procedure Section 1032, but such remedies shall be limited to those that would be available to a party in a court of law for the claims presented to and decided by the arbitrator. The arbitrator shall render a written arbitration award that contains the essential findings of fact and conclusions of law on which the award is based. The award and judgment shall be binding and final.

Each party shall pay for its own costs and attorneys' fees, if any, subject to an award by the arbitrator. The Company will pay the arbitrator's fees as well as any other necessary costs related to the arbitration that I would not be required to bear if I brought the same action in a court otherwise having jurisdiction. I understand that filing fees and witness expenses are required in both arbitration and court settings and therefore the Company will not pay these costs for me, except to the extent that such costs exceed the cost that would be paid in the court having jurisdiction over the matter. For example, if the initiation fee for arbitration is \$500 and the filing fee in Superior Court is \$435, the Company would pay \$65 toward the fee.

In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. All other provisions shall remain in full force and effect based on the parties' mutual intent to create a binding agreement to arbitrate their disputes. This Agreement shall continue during my employment and shall survive the termination of that employment, continuing in full force and effect thereafter regarding any claims. I understand that by signing this Agreement, both the Company and I give up our right to a civil court trial and our right to a trial by jury. I further acknowledge that I have been given the opportunity to discuss this Agreement with my private legal counsel and have availed myself of that opportunity to the extent I wish to do so.

***Claims for sexual harassment and sexual assault (or any other claims where mandatory arbitration is prohibited by law) are not covered by this Agreement and such claims may be presented by the employee to the appropriate court or government agency. This Agreement does not limit an employee from bringing a sexual harassment or sexual assault dispute before an arbitrator if the employee chooses to do so.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name