

MUTUAL ARBITRATION AGREEMENT

The Parties to this Agreement are the Employee and the Employer identified at the end of this Agreement. This Agreement does not change the at-will status of the Employee's and Employer's relationship. This Agreement supersedes all other arbitration agreements between the Parties. The Parties' employment relationship involves interstate commerce, subjecting this Agreement to the Federal Arbitration Act ("FAA"). To resolve disputes fairly and quickly, the Parties agree that each must arbitrate any "covered claim," as defined below.

A) All covered claims shall be resolved by a neutral arbitrator. This Agreement waives any right to bring or participate in a class, collective, or representative proceeding. To the extent this waiver is unenforceable, then, only to that extent, any covered claim must be filed in court, and the court, not an arbitrator, shall resolve the dispute. Any dispute about whether a class, collective, or representative action can be arbitrated is a decision for a court, not an arbitrator. Any representative claim found not subject to arbitration under this Agreement will be tried in court, and will be stayed pending the outcome of the arbitration.

B) A "covered claim" is any claim (except a claim that by law is non-arbitrable) that arises out of or relates to any service Employee has performed for Employer. This Agreement includes any covered claim brought by or against a third party, including any client of Employer. This Agreement can be enforced by any such third party. Covered claims include, but are not limited to, any claim for misappropriation of property, for breach of contract, for violation of any federal or state statute or wage order, for unpaid fees or wages, for unreimbursed expenses, for overpayment or underpayment of wages, for penalties for unprovided meal or rest breaks, for wrongful termination, for unfair competition, and for discrimination, harassment, or retaliation. Employee retains the right to pursue claims before any governmental enforcement agency.

C) Arbitration will occur in the state where the relevant work occurred, and the arbitrator shall apply the law of that state. The arbitrator has the authority to order the same individual remedies that a judge could in court. But the arbitrator may not consolidate more than one person's claims and, unless legally required, may not otherwise preside over any form of a representative, collective, or class proceeding. If the Parties cannot agree on an arbitrator, the court can appoint one. The Parties shall follow the JAMS Employment Arbitration Rules (appearing at <http://www.jamsadr.com/rules-employment-arbitration>), to the extent those rules are consistent with relevant provisions of this Agreement. The arbitrator's written award (i) normally will issue within 30 days of receiving all evidence, (ii) must state reasons to support the decision, and (iii) must be based on governing law and evidence cited. The arbitrator lacks the power to commit any error of law, and the award may be vacated or corrected on appeal to a court for any such error. As to these standards, the Parties choose not to follow the FAA.

D) Employer must pay all arbitrator fees and costs of arbitration, except that Employee must pay arbitration filing fees up to the amount the Employee would have to pay to file a lawsuit in court.

E) Employee must sign this Agreement as a condition of employment but may, within 30 calendar days of signing, opt-out of this Agreement by notifying Employer in writing.

F) This Agreement can be modified only in a writing the Parties sign. Any unenforceable provision shall be severed, leaving the remaining provisions in effect. Continuing to work without opting out constitutes an acceptance of this Agreement.

G) This Agreement may be enforced and administered by a court in connection with a petition to compel arbitration, a petition to confirm, vacate, or modify an arbitration award, or some other invoking of the FAA, the relevant state's arbitration law, or a combination of the two.

ANY DECISION TO REVOKE CONSENT WILL NOT ADVERSELY AFFECT EMPLOYMENT. FOR ANY COVERED CLAIM, THE PARTIES WAIVE THE RIGHT TO JURY OR COURT TRIAL AND THE RIGHT TO CLASS, REPRESENTATIVE, AND COLLECTIVE PROCEDURES. THE PARTIES RETAIN ALL OTHER RIGHTS, INCLUDING THE RIGHT TO COUNSEL, TO EXAMINE WITNESSES, AND TO HAVE CLAIMS RESOLVED BY AN IMPARTIAL FACT-FINDER. THE PARTIES ACKNOWLEDGE THEY HAVE BEEN ADVISED TO SEEK LEGAL ADVICE AS TO THEIR RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT

Jorden Timothy

Employee Print Name



Employee Signature

10 / 15 / 2024

Date

DRVM, LLC

Employer Name

Vilma Veras

By