

MUTUAL ARBITRATION AGREEMENT

In recognition of the fact that differences may arise between G&B Grand Central, LLC, the employer (“Employer”), and _____, the employee (“Employee” or “Member”), (collectively referred to herein as the “Parties”) during and/or after Employee’s employment, and in recognition of the fact that resolution of any differences in the Courts may not be as time or cost effective as a speedy, impartial, and less expensive arbitration, the Employer and the Employee hereby enter into this Mutual Arbitration Agreement (“Agreement”) as follows:

Agreement to Arbitrate: The Parties agree to resolve, through binding arbitration with the American Arbitration Association (“AAA”), any disputes or claims related to the Employee’s application for employment, the Employee’s employment and/or the Employee’s separation from employment with Employer, with the arbitration to be conducted in accordance with the Employment Arbitration Rules of the AAA and the California Arbitration Act (located at California Code of Civil Procedure § 1280 et seq.) to the extent that they do not conflict with this Agreement.

Arbitrable Claims: Any and all disputes or claims by either Party related to the Employee’s application for employment, the Employee’s employment and/or the Employee’s separation shall be submitted to binding arbitration including, but not limited to, any claims for discrimination, harassment or retaliation under California’s Fair Employment & Housing Act, Title VII of the Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1967, The Family Medical Leave Act, The California Family Rights Act, The Older Workers’ Benefit Protection Act, The Employee Retirement Income Security Act, The Americans With Disabilities Act and/or the California Labor Code; any claims for unpaid wages, unreimbursed business expenses, meal period violations and/or rest period violations under The Fair Labor Standards Act, the California Labor Code and/or California’s Industrial Welfare Commission Wage Orders; and any other employment-related claims under federal or state statutory or common law. However, any claims for workers’ compensation or unemployment benefits are expressly excluded from this Agreement.

Deadline for Instituting Arbitration: Any arbitration proceeding under this Agreement must be instituted prior to the expiration of the statute of limitations (deadline for filing in court) that the applicable law would apply to the disputes or claims that are the subject of the arbitration.

Neutral Arbitrator: After an arbitration proceeding has been initiated with the AAA, the Parties shall attempt to agree upon an arbitrator within 15 days. If no arbitrator is agreed upon by the Parties within 15 days after the arbitration process begins, then the AAA shall submit a list of 5 qualified arbitrators located in Southern California from its Panel of Employment Arbitrators. The Parties will have 15 days after receipt of this list to either agree upon an arbitrator from the list or each strike 2 names from the list. If there is only 1 remaining name after the striking process, then that individual shall be appointed as arbitrator. If there is more than 1 remaining name after the striking process, then the AAA shall select an arbitrator from the remaining names. An arbitrator shall be deemed to be qualified if he/she is currently licensed to practice law in the State of California or a retired judge that served on the bench in the State of California and also if such arbitrator has experience with employment disputes.

Location of Arbitration: Any arbitration hearings pursuant to this Agreement shall take place at a mutually convenient location within Los Angeles County, California.

Representation: Each Party may be represented by an attorney at any arbitration proceeding covered by this Agreement.

Discovery: Discovery shall be conducted in accordance with the California Arbitration Act and the Employment Arbitration Rules of the AAA. At a minimum, the Parties will be permitted to conduct similar discovery as they would be entitled to conduct in a civil action such as depositions, interrogatories, document productions, requests for admissions or otherwise so that each Party has access to the essential witnesses, facts and documents. The arbitrator has the authority to order such discovery as necessary to effectuate this provision and as the arbitrator considers necessary to a full and fair exploration of the issues in dispute. The arbitrator is also authorized to resolve any disputes concerning the exchange of documents and information, or other discovery procedures.

Procedures: Except as provided in this Agreement, the arbitration shall be conducted procedurally in accordance with the Employment Arbitration Rules of the AAA and the California Arbitration Act. The provisions of this Agreement shall take precedence over any other arbitration rules. The Employment Arbitration Rules of the AAA shall apply to the extent that they do not conflict with this Agreement. The AAA's Employment Arbitration Rules can be found at the website - www.adr.org - under the "Rules & Procedures" section. The California Arbitration Act shall apply to the extent it does not conflict with this Agreement or the AAA's Employment Arbitration Rules.

The California Arbitration Act is located within the California Code of Civil Procedure Sections 1280 to 1294.2. If Employee has any difficulty locating the AAA's Employment Arbitration Rules or the provisions of the California Arbitration Act, then Employee should contact the Employer's Human Resources department for assistance in obtaining a copy of such rules. If Employee feels that he or she needs to review these arbitration rules before signing this Agreement, then Employee should do so.

Consolidation of Claims: To the fullest extent permitted by applicable law, the arbitrator shall not be authorized to consolidate Employee's claims with the claims of any other employee or individual and shall not be authorized to conduct any class arbitration proceedings. Employee also expressly acknowledges that he or she will only be permitted to arbitrate claims for injunctive relief or claims under California's Private Attorneys General Act of 2004 on an individual basis. Should any part of this provision be deemed by a court to be unenforceable under applicable law, then that language shall be severed from the Agreement and will not invalidate the rest of this provision or the remaining provisions herein.

Arbitrator's Decision; Limited Judicial Review: For claims covered by this Agreement, arbitration is the exclusive remedy of the Parties. The decision of an impartial arbitrator on any claims submitted to arbitration as provided by this Agreement must be in writing and set forth the findings of fact and law and the reasons supporting the decision. The decision is to be rendered within 30 days of the conclusion of the arbitration, unless extended for good cause. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including, but not limited to, any remedy or relief that would have been available to the Parties had the matter been heard in court. The decision shall be final and binding upon the Parties, except that both Parties shall have the right to appeal the decision to the appropriate court for limited judicial review consistent with applicable law.

Fees and Costs: All costs of the arbitration charged by AAA and the fees of the arbitrator shall be advanced and borne by the Employer except that, in any arbitration initiated by the Employee, the Employee will be responsible for his or her own filing fee with AAA not to exceed the cost of filing a civil complaint in superior court and subject to any applicable provisions regarding fee waivers. If the Employer is the prevailing party in any arbitration proceeding, the Employer will only be permitted to recover such arbitration costs and fees charged by AAA and/or the arbitrator if the applicable law permits such recovery. Any other costs (such as discovery costs) and any attorney's fees shall be the responsibility of the Party that incurred such costs or fees unless the applicable law provides for prevailing party recovery of such costs and/or fees.

Waiver of Right to Jury Trial: BY ENTERING INTO THIS AGREEMENT, THE EMPLOYER AND EMPLOYEE KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS THEY HAVE UNDER THE LAW TO HAVE DISPUTES AND CLAIMS DECIDED IN A COURT BY A JUDGE OR JURY.

Governing Law; Severability of Clauses: Except as expressly provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. Should any provision of this Agreement be deemed legally unenforceable, the Parties acknowledge and agree that the no other provisions shall be affected and that the remaining provisions of the Agreement shall be given full force and effect without regard for the unenforceable provision(s).

The Parties acknowledge that this is the entire agreement between them regarding the subject of arbitration and understand that any modification of this Agreement must be in writing and signed by Employee and Employer. The Parties further acknowledge that they have carefully read this Agreement, understand its terms, and have been afforded an opportunity to consult with counsel of their own choosing before signing it.

Dated

Print Employee Name

Employee Signature

Dated

Print Name

Company Signature