

JT Timber Falling, Inc.

Arbitration and Class Action Waiver Agreement

The parties agree that there is a benefit to resolving disputes in a manner that is quick, accessible, and inexpensive. The parties therefore enter this Agreement, agree to waive the right to a jury or court trial for employment disputes, acknowledge that there is fair and adequate consideration for this Agreement, and agree as follows:

1. You, the employee, or you, the sub-contractor, and the Company, JT Timber Falling, Inc., and the Company's successors, contractors, officers, directors, and employees, agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment or association with , JT Timber Falling, Inc. and the termination thereof, including, but not limited to, claims for unpaid wages and overtime wages, wrongful termination, infliction of emotional distress, breach of contract (including breach of this Agreement), breach of any covenant of good faith and fair dealing, and claims of retaliation and/or discrimination in violation of any local, state or federal law. Further, to the fullest extent permitted by law, you and JT Timber Falling, Inc. agree to waive the right to pursue or participate in any type class action, or collective action to the fullest extent permitted by law that you may have now or in the future. All claims, whether in arbitration or otherwise, must be brought solely in your or the Company's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.
2. The decision of the arbitrator shall be final and binding on both parties and it shall be enforceable by any court having proper jurisdiction. The arbitration proceedings shall be conducted by one neutral arbitrator pursuant to the Federal Arbitration Act, and in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or the Employment Arbitration Rules and Procedures adopted by Judicial Arbitration and Mediation Services ("JAMS"), or another mutually agreeable set of arbitration rules.
3. This Agreement does not affect my right to pursue worker's compensation or unemployment compensation benefits for which I may be eligible in accordance with state law.
4. Each party will pay its own costs and attorney's fees, however, the arbitrator may award costs and attorney fees to the prevailing party to the extent permitted by law.

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5. Prior any initiating any demand for arbitration, the claimant must make a written demand to the opposing party with the time limits prescribed by law for initiation in court for enforcement of any legal right had the dispute not been covered by this Agreement.
6. If any provision of this Agreement is held to unenforceable or illegal, that provision will limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
7. This Agreement will continue in effect until expressly superseded by written agreement between the parties, and survives the termination of my employment for any reason.

ACCEPTANCE:

I have read the foregoing Arbitration and Class Action Waiver Agreement and agree with the terms and conditions as set forth herein. I also understand that this Arbitration and Class Action Waiver Agreement constitutes a binding contract between JT Timber Falling, Inc. and employees.

DATE: _____

SIGNATURE : _____

NAME (PRINTED): _____