

PLAID PANTRIES, INC. - ARBITRATION AGREEMENT

1. By accepting employment with Plaid Pantries, Inc., the undersigned agrees to submit any and all previously unasserted claims, disputes, lawsuits or controversies arising out of or relating to his or her application or candidacy for employment, his or her employment, or the cessation of his or her employment to binding arbitration before a neutral and unbiased arbitrator. The term “any and all previously unasserted claims, disputes, lawsuits or controversies” includes, but is not limited to, any and all claims, actions, or lawsuits which are asserted under local, state, or federal ordinances, statutes, regulations, or executive orders, or under the common law of any jurisdiction. By way of example only, such claims would include claims for wages and/or benefits under state and federal wage and hour laws or ERISA; state and federal anti-discrimination laws, including, but not limited to, claims of discrimination under the Age Discrimination In Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, and/or ORS Chapter 659; state and federal Family and Medical Leave Act legislation; claims under any contracts, express or implied; and any tort claims, including claims for wrongful discharge, defamation or any other negligent or intentional conduct. The only claims that are not subject to this agreement to arbitrate are claims for work-related injuries or occupational diseases under Workers’ Compensation Laws or claims to unemployment compensation which may be brought in the federal or state administrative forum with jurisdiction over said claims.

2. **By agreeing to submit your employment-related claims as set forth above to binding arbitration, you are waiving your right to have your claims presented to a judge or a jury in both federal and state civil court.** However, all claims submitted to arbitration under this Agreement will be decided by a neutral and unbiased arbitrator who will have the authority to grant any and all remedies permitted under the statute or common law cause of action being pursued and will further have authority to construe and apply any and all statutory or common law defenses to said cause of action. All parties will be given the right to be represented by counsel of their own choice but at their own expense. The arbitrator will have the authority to allow discovery pursuant to his or her discretion in order to allow the claims and defenses of either party to be adequately litigated. All parties will be given the right to establish their claims or defenses through testimony, documentary evidence, and cross-examination. The arbitrator will issue a written decision on all claims presented, which will, however briefly, reveal the essential findings and conclusions upon which the award is based.

3. To initiate arbitration of claims, either party must notify the other in writing of an intent to arbitrate. This notice of intent to initiate arbitration must be served upon the other party by personal service or by regular or certified mail and must contain a detailed description of the factual and legal contentions being made. Claims made by an employee shall be delivered or mailed to the following employee of Plaid Pantries, Inc. at the following address:

Human Resources Manager
10025 SW Allen Blvd.
Beaverton, OR 97005

To be timely, the notice of intent to initiate arbitration must be served within the limitation period allowed by the applicable statute of limitations governing the claim or claims being asserted. The arbitrator will have the authority to decide all issues concerning the timeliness of a notice of intent to initiate arbitration.

4. Upon receipt of a notice of intent to initiate arbitration from an employee or upon service of its own notice of intent to arbitrate upon an employee, Plaid Pantries, Inc. will contact the American Arbitration Association and request a panel of arbitrators. This will be done within a reasonable time after the notice of intent to arbitrate is served. Upon receipt of a list from the American Arbitration Association pursuant to its arbitration rules, an arbitrator will be jointly selected by the employee and Plaid Pantries, Inc. using a strike or elimination method. The list provided will contain an odd number of arbitrators. The parties will utilize a coin-flip or other agreed-upon random method for determining who will strike first. The party who loses the coin flip or other random method will

strike first. The other party will then be allowed to strike or eliminate one of the remaining arbitrators on the list. The parties will continue to strike in this order until there is only one arbitrator remaining. The arbitrator remaining after all strikes will be designated as the arbitrator to decide all claims submitted to arbitration.

5. The arbitrator will conduct the arbitration pursuant to the rules and procedures of the American Arbitration Association and will have the authority to determine the time and place of hearing, issue subpoenas, decide arbitrability and timeliness issues, decide on discovery issues, preserve order and privacy in the hearing, rule on evidentiary and procedural matters, determine the close of hearing, and procedures for post-hearing submissions, and issue an award resolving the submitted disputes. The arbitrator's decision will be final and binding on all parties and will be subject to judicial review as permitted pursuant to Section 10 of the Federal Arbitration Act. The parties further agree that judgment upon any arbitration award rendered pursuant to this Agreement may be entered in any court having jurisdiction thereof.

6. Each party to an arbitration proceeding conducted pursuant to this Agreement will pay its own costs in establishing its own claims and/or defenses and will, in addition, be responsible for payment of its own attorney fees. However, if any party prevails on a statutory claim which entitles the prevailing party to attorneys fees or costs, or if there is a contract between the parties providing for the prevailing party to recover attorneys fees or costs, the arbitrator may award them to the prevailing party in accordance with such statute or contract. Plaid Pantries, Inc. will pay the fees and expenses of the arbitration, including the fees and costs of the arbitrator, a meeting room for the arbitration, and the cost of a court reporter, if any; provided, however, that an employee who files a notice of intent to initiate arbitration will be required to pay AAA the sum of \$150 (one hundred and fifty dollars) as an arbitration filing fee and \$50 (fifty dollars per day) for each day of arbitration as a reimbursement for the administrative expenses of the arbitration. In no event, however, will the employee be required to pay more than a total of \$500 (five hundred dollars) in filing and administrative fees. The employee's payment of the filing and administrative fees may be reduced or waived in cases of financial hardship, the intent being that employees who would qualify for waiver of court filing and other fees in state and/or federal court would also qualify for a waiver of the arbitration filing and administrative fees herein.

7. The parties recognize that mediation may also provide an effective means of settling employment-related disputes. Nothing in this Agreement shall prevent the parties, whether before or after initiating the arbitration process, from entering into a mutual agreement to mediate their disputes.

8. If any provision of this Arbitration Agreement is determined to be illegal, invalid or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of the Arbitration Agreement will not be impaired in any manner.

9. All parties hereto acknowledge that they have carefully read this Arbitration Agreement and understand the contents set forth herein and have signed the same of their own free act and will. **The undersigned applicant agrees that he or she has knowingly and voluntarily waived his or her right to judicial resolution of any and all previously unasserted claims as that term is broadly defined in paragraph 1 above.** This Arbitration Agreement is executed without reliance upon any representations made by Plaid Pantries, Inc. or the undersigned employees other than those express undertakings contained herein.

Applicant Name: _____

Date: _____

Applicant Signature: _____

Guardian Signature if applicant under 18: _____

Guardian Name: _____

Date: _____