

MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Car Wash Enterprises, Inc. (the “Company”) and I hope that our employment relationship will be mutually rewarding. However, we recognize that differences may arise during or following my employment. I understand and agree that this Agreement is a condition of my employment with the Company. I also understand and agree that by entering into this Arbitration Agreement (“Agreement”), the Company and I will gain the benefits of a speedy, impartial, and cost-effective dispute-resolution procedure. Therefore, the Company and I agree as follows:

1. In consideration for my entering this Agreement, the Company has extended to me an offer of employment with the Company. I acknowledge that this is sufficient consideration for this Agreement. I also acknowledge that I have received a copy of this Agreement on or before the first day of employment, and I have been given the opportunity to discuss this Agreement with my attorney and to review the arbitration rules before signing this Agreement.
2. We will resolve by final and binding arbitration all claims or disputes which a court otherwise would be authorized by law to resolve arising out of my employment or separation therefrom. This includes, but is not limited to, any claims that I may have against the Company or its parents, subsidiaries, owners, directors, officers, managers, employees, or agents (together, “Affiliated Persons”), or the Company or such Affiliated Persons may have against me, including by way of example: all claims for wrongful termination; all claims in tort, contract, or pseudo contract; all claims for violation of any public policy; all claims of employment discrimination or harassment (including without limitation claims based on any legally protected characteristic such as race, gender, religion, disability, national origin, sexual orientation, age, veteran or marital status); all claims related to equal pay or job disclosure (or both); all claims for compensation, salary, or wages; all claims for employment-related benefits (except as excluded in paragraph 4); all whistle-blower claims; all retaliation claims; all claims related to paid sick or safe time; and all claims related to meal periods and rest breaks.
3. However, unless I expressly agree to arbitrate such claims, this Agreement does not cover employment-related claims for sexual assault, sexual harassment, or other sexual misconduct, as defined by Title 9 of the United States Code Section Chapter 4.
4. Nor does this Agreement cover workers’ or unemployment compensation claims or claims arising out of a retirement, pension, group insurance, or other employee benefit plan, the terms of which contain an arbitration or other non-judicial claims, appeal, or dispute resolution procedure, in which case the provisions of such plan shall apply. Also not covered are claims by either party for injunctive, declaratory and/or other equitable relief for unfair competition, the violation of a restrictive covenant, and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which we both expressly agree that either party may seek and obtain relief from a court of competent jurisdiction.
5. This Agreement does not prohibit me from filing a charge or complaint with the Equal Employment Opportunity Commission or any state or local equal employment opportunity agency. Nothing in this Agreement shall be deemed to preclude me from filing charges with the National Labor Relations Board (“NLRB”), or assisting others in doing so, cooperating with an NLRB investigation, or discussing wages, benefits, and terms of conditions of employment protected under Section 7 of the National Labor Relations Act. At all times, I retain the right to adjudicate claims in court not allowed under applicable law in arbitration.

6. We are both knowingly and voluntarily waiving our rights to pursue covered claims in court before a judge or jury and instead will pursue them only through binding arbitration pursuant to the Federal Arbitration Act (“FAA”). In the event that a court or arbitrator of competent jurisdiction holds that the FAA does not apply and I have not voluntarily elected to participate in arbitration in such case, the court or arbitrator shall apply the law of state in which I work or worked for the Company and specifically that state’s corollary to the FAA, if there is one, to determine the enforceability of this Agreement. We agree that final and binding arbitration under this Agreement shall be our sole and exclusive remedy for any covered claims.

7. **CLASS ACTION WAIVER.** The Company and I agree that any proceedings pursuant to this Agreement will be conducted on an individual basis only; and that claims by the Company or me may only be brought in the party’s individual capacity, may not be brought on a class action, collective action, or other representative basis, and may not be consolidated with the claims of other persons or entities. Further, the Company and I agree to waive our respective rights to participate in all class actions, collective actions, or other representative actions, including participating as a named plaintiff or as a member of a class action, collective action, or other representative action. Accordingly, there shall be no right or authority for any claims subject to this Agreement to be brought, heard, or arbitrated as a class action, collective action, or other representative action (“Class Action Waiver”). The Class Action Waiver shall be severable from this Agreement in any case in which: (a) a covered claim is filed or pursued as a class action, collective action, or other representative action; and (b) the Class Action Waiver is found to be unenforceable. In such instances, the class action, collective action, or other representative action must be litigated in a civil court of competent jurisdiction. The Class Action Waiver shall be severable in any case in which the dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

8. We agree that the aggrieved party shall give written notice of any claim to the other party and request arbitration within the time limits that would apply to the filing of a civil lawsuit for the type of claim alleged. We agree that late notice of claim will have the same effect as late filing of the same claim in a civil lawsuit. I will send my written notice to the attention of the Company’s Human Resources Director, who can be reached by email at hr@brownbear.com. The Company will give me written notice at the last address recorded in my personnel file. The notice shall state the nature of all claims asserted, the underlying facts, and the relief sought.

9. Arbitration shall be held in Seattle, Washington, or another mutually agreed upon location, in accordance with the then-current Employment Dispute Resolution Rules (the “Rules”) of the American Arbitration Association (“AAA”), before an arbitrator who is licensed to practice law in the State of Washington (the “Arbitrator”) and who is either mutually selected or selected by the parties in accordance with the AAA rules. The AAA Rules can be found on the AAA’s website, www.adr.org/aaa. We both have the right to be represented by an attorney at our own expense.

10. The Arbitrator shall conduct the arbitration proceedings in such a manner and pursuant to such rules as the Arbitrator determines are most expeditious and reasonable. The Arbitrator shall be authorized to order both of us to conduct reasonable and adequate discovery to enable each party to adequately arbitrate their claims, including allowing access to documents and witnesses. The Arbitrator also shall have the authority to enter appropriate protective orders to preserve the confidentiality of sensitive information. Notwithstanding anything in the AAA Rules, all parties to the arbitration shall have the right to file a dispositive motion and shall not be required to seek leave or permission from the arbitrator to do so.

11. The party requesting arbitration will pay the filing fee to the AAA (or another mutually agreed upon alternative dispute resolution service). If the filing fee is more than the fee for filing a Superior Court civil claim, the Company will reimburse me for the difference. In return for my agreement to arbitrate my claims, the Company shall pay all the other costs of the arbitration, including other fees and costs charged by the arbitration service and the Arbitrator, and any other fees and costs that are unique to the arbitration process. If either party prevails on a claim which, under applicable law, entitles the prevailing party to attorneys' fees, or if there is a written agreement that allows the prevailing party to recover its attorneys' fees, the Arbitrator may award reasonable attorneys' fees to the prevailing party.

12. The Arbitrator shall apply applicable federal, state, and local law, regulations, and court rulings when interpreting this Agreement and resolving any facts in dispute, in determining the rights and obligations of the parties (including burdens of proof), and in awarding any relief. The Arbitrator shall have exclusive authority to resolve any dispute relating to this Agreement or its interpretation, or covered claims arising out of, or relating to, my employment. The Arbitrator shall issue a written decision setting forth the essential findings of fact and conclusions of law. The Arbitrator may award the same types of relief that would otherwise be available if the claim had been brought through a civil court action. The decision or award by the Arbitrator shall be final and binding, subject to whatever limited judicial review is available under Washington State or federal laws related to the appeal of an arbitration award.

13. This is our complete agreement about arbitration of any covered claims. This Agreement shall not be construed against the Company because it drafted and prepared it. If any provision of this Agreement is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of the Agreement. If legislation or court rulings modify the rules for arbitrating employment claims, the Arbitrator may include such requirements in this Agreement as if set forth in full herein, if doing so would ensure the validity of this Agreement.

14. This Agreement is not and shall not be construed to create any contract of employment, express or implied. I agree that I am employed "at-will."

15. This Agreement shall be governed by the laws of the State of Washington without reference to its choice of law principles.

16. I acknowledge that I have carefully read this Agreement, I understand its terms, and I sign it voluntarily.

EMPLOYEE

CAR WASH ENTERPRISES, INC.

Signature of Employee

Signature of Authorized Company Representative

Print Name of Employee

Title of Representative

Date _____

Date _____