

BINDING ARBITRATION AGREEMENT INCLUDING CLASS ACTION WAIVER

To provide for more expeditious resolution of certain employment-related disputes that may arise between DO & CO Chicago Catering, Inc. (“DO & CO”) and you, an employee or applicant. DO & CO requests that you agree to this BINDING ARBITRATION AGREEMENT INCLUDING CLASS ACTION WAIVER (the “Agreement”). For certain disputes between you and DO & CO, this Agreement provides dispute resolution procedures including arbitration that do not involve any judge or a jury. Accordingly, by entering into this Agreement, you and DO & CO, the Parties to this Agreement, agree that disputes subject to the Agreement will NOT BE HEARD BY A JUDGE OR IN A COURT OF LAW, and accordingly CANNOT BE TRIED TO A JURY.

The Agreement further includes a CLASS ACTION WAIVER. By accepting, you agree that arbitration as to claims covered by the Agreement will proceed only on an INDIVIDUAL BASIS; the Parties WAIVE THEIR RIGHT TO BRING CLASS OR COLLECTIVE CLAIMS against each other.

In agreeing to submit certain employment-related disputes for resolution by binding individual arbitration, you acknowledge that this Agreement is bargained for in exchange for your opportunity to be considered for starting or continuing at-will employment as a DO & CO employee, and for more expeditious resolution of employment disputes. In exchange for your agreement to submit these disputes to binding arbitration, DO & CO likewise agrees to the use of arbitration as the exclusive forum for resolving employment disputes covered by this Agreement.

You further waive the right to participate in, or to receive money, or receive any other relief, from any class, collective, or representative proceeding based on claims covered by this Agreement.

Hence, the Parties shall be PRECLUDED FROM BRINGING OR RAISING IN COURT OR IN ANY OTHER FORUM any dispute that was or could have been brought or raised under the procedures set forth in this Agreement.

1 APPLICATION OF FEDERAL ARBITRATION ACT

(1.1) This Agreement is an arbitration agreement subject to, and to be interpreted in accordance with, the provisions of the Federal Arbitration Act (FAA).

2 FINAL AND BINDING ARBITRATION

(2.1) Any dispute, controversy or claim arising out of, or relating to your employment relationship with DO & CO or any application for such employment relationship, or any termination of such employment relationship, unless specifically excluded pursuant to this Agreement, must be submitted for final and binding resolution by a single, private and impartial arbitrator.

3 CLASS-ACTION WAIVER

- (3.1) Arbitration will proceed on an individual basis, and only individual relief can be awarded. Neither Party shall have the right to participate in, or to receive money, or receive any other relief, from any class, collective, or representative proceeding based on claims covered by this Agreement.

4 SCOPE

- (4.1) Claims Covered: This Agreement to submit to individual, binding arbitration:

- (i) Includes all claims within the scope of Section (2.1), whether made against you, against DO & CO, or against any of DO & CO's parent, subsidiary, or affiliated entities, or against DO & CO's individual agents, officers or directors (in an official or personal capacity); and
- (ii) Covers any dispute concerning the arbitrability of any such controversy or claim; and
- (iii) Includes, but is not limited to, any claim that could be asserted in court or before an administrative agency or claims for which the employee or applicant has an alleged cause of action, including, without limitation, claims for breach of any contract or covenant (express or implied), including any employment contract or covenant; claims for wages or other compensation due; tort claims; claims for discrimination (including, but not limited to, discrimination based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability or medical condition or other characteristics protected by statute); claims for retaliation or harassment; claims for wrongful discharge; claims for violations of the Family and Medical Leave Act (FMLA); claims for violations of the Illinois Human Rights Act; claims for violations of the One Day Rest In Seven Act; claims for violations of the Minimum Wage Law; claims for violations of the Illinois Wage Payment and Collection Act; claims for violations of confidentiality or breaches of trade secrets; and claims for violation of any federal, state or other governmental law, statute, regulation or ordinance, whether based on statute or common law.

- (4.2) Claims Not Covered: Claims covered by this Agreement, even if they would otherwise fall under Section (2.1), do not include:

- (a) Claims for workers' compensation benefits;
- (b) Claims for unemployment compensation benefits;
- (c) Claims under the National Labor Relations Act (NLRA), as amended; and
- (d) Claims based upon any employee benefits or welfare plan that contains a dispute resolution procedure that is inconsistent with this Agreement.

- (4.3) Provisional Remedies: This Agreement shall not limit the Parties' rights to apply to a court for any provisional remedy, including a temporary restraining order or preliminary injunction.

5 PROCEDURES

(5.1) Informal Efforts: You and DO & CO agree to make good faith efforts at resolving any dispute internally on an informal basis. If the Parties cannot resolve their dispute through informal efforts, the dispute shall be submitted to final and binding arbitration under the terms of this Agreement.

(5.2) Binding Arbitration:

(a) Applicable Rules: Arbitration under this Agreement shall be final, binding and confidential, and shall be conducted and administered by JAMS under its Employment Arbitration Rules & Procedures, as effective July 1, 2014, and subject to the JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, as effective July 15, 2009. Both documents are collectively referred to as the “JAMS Rules” in this Agreement. If, at the time of the commencement of arbitration, a more current revision of any document that is part of the JAMS Rules has been promulgated by JAMS, you may elect for the arbitration to be conducted under the most current revision of the JAMS Rules, in which case all references to the JAMS Rules in this Agreement shall refer to such most current revision. This election must be made by you in writing at the time you first file a claim or counterclaim. Any conflict between the JAMS Rules and the provisions in this Agreement shall be resolved in favor of those in this Agreement.

You may, at no cost, request a copy of the most current JAMS Rules by writing to the address in Section (5.2)e, in person from DO & CO’s HR department, or obtain a copy electronically by visiting the JAMS website at www.jamsadr.com.

(b) Arbitration Procedures Generally: The arbitration will be conducted before a single arbitrator under the JAMS Rules, and shall take place in Cook County, Illinois. The arbitrator shall be jointly selected as set forth in the JAMS Rules.

(c) Discovery in Arbitration: Each Party shall have the right to take the deposition of one individual, and of each expert witness designated by the other Party. Each Party shall further be entitled to production of relevant documents and things, and timely identification of fact and expert witnesses, as further provided in the JAMS Rules. Additional discovery may be had where the arbitrator pursuant to the JAMS Rules so orders, upon a showing of need. The arbitrator shall have the authority to allow for appropriate discovery and exchange of information before a hearing, including, but not limited to, production of paper and electronic documents, production of things, information requests, depositions and subpoenas.

(d) Substantive Law in Arbitration: In reaching a decision, the arbitrator shall apply the governing substantive law applicable to the claims, causes of action and defenses asserted by the Parties as applicable in the State of Illinois. The arbitrator shall have the power to award all remedies, including punitive damages, attorney fees and costs, that could be awarded by a court or administrative agency in accordance with the governing and applicable substantive law, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Job Opportunities for Qualified Applicants Act, and the Illinois Wage Payment and Collection Act .

- (e) Filing Procedures and Notices: Any requests for arbitration shall be filed according to the JAMS Rules. Any notices to DO & CO shall be delivered to:

ATTN: Legal
DO & CO New York Catering, Inc.
14932 132nd St, Jamaica, NY 11430

You agree that any notices to you will be delivered to the mailing address currently on file with Human Resources.

- (f) Arbitration Costs: DO & CO will pay the arbitrator's fees and expenses. DO & CO will also pay the JAMS administrative fees for arbitration, including all filing fees, except that in arbitration cases filed by you against DO & CO, a filing fee of \$ 181, or any such lower amount as allowed under the JAMS Rules, is to be paid by you. If you want to begin arbitration, and believe that paying the filing fee would cause you hardship, you agree to notify DO & CO of this fact. DO & CO may then, in its discretion, pay the filing fee on your behalf.
- (g) Enforcement of Arbitral Award: Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The award may be vacated or modified only on the grounds specified in the FAA or other applicable law.
- (h) No Retaliation: Under no circumstances will any DO & CO employee be retaliated against in any way for invoking any procedure under this Agreement in good faith to seek the resolution of a dispute. DO & CO managers who attempt to engage in such retaliation will be subject to discipline under the appropriate DO & CO disciplinary procedures.
- (i) Employment At Will Unaffected: This Agreement does not in any way alter the at-will employment status of DO & CO employees. DO & CO and its employees are always free to terminate the employment relationship at any time for any lawful reason and employment is not for any specific or definite duration.

6 SEVERABILITY

- (6.1) In the event any portion of this Agreement is found to be unenforceable or illegal, it can be severed, and the other provisions will remain in full force and effect.

7 INTEGRATED AGREEMENT

- (7.1) This Agreement sets forth the complete agreement of the Parties on the subject of arbitration of the covered claims defined herein, and supersedes any prior or contemporaneous oral or written understanding on these subjects. No Party is relying on any representations, oral or written, on the subject or the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Procedure.

8 TITLES AND HEADINGS

- (8.1) The titles and headings of the various sections, subsections and provisions in this contract are for convenience of reference only and, in the event of any conflict, the text of the contract, rather than such titles or headings, shall control.

9 TEMPORAL SCOPE; INTERVENING CHANGE IN LAW

- (9.1) This Agreement shall not be limited in its temporal scope, and shall thus apply irrespective of whether a claim arises before or after its execution. Notwithstanding this provision, if a change in controlling state or federal law would render it illegal to enforce this Agreement as a condition of employment on or after a certain date ("Legislatively Mandated End Date"), this Agreement shall end as of such Legislatively Mandated End Date. If the Agreement ends due to a Legislatively Mandated End Date, claims that arose, were asserted, or could have been asserted, before such Legislatively Mandated End Date shall not be affected by the Legislatively Mandated End Date, and shall thus continue to be subject to all provisions of the Agreement.

10 ACCEPTANCE OF AGREEMENT

- (10.1) By providing this document to you, DO & CO is making an offer to enter into this Agreement with you. You may accept DO & CO's offer to enter into this Agreement by either
- (a) electronically signing on an online form on a DO & CO website referencing this Agreement; or alternatively
 - (b) printing this Agreement, signing on the next page, and submitting the executed copy to DO & CO.
- (10.2) If you choose to sign this Agreement through an online form, your electronic signature shall be deemed equivalent for all purposes to a paper signature.

SIGNATURE PAGE FOLLOWS

BY SIGNING THIS LEGALLY BINDING AGREEMENT, ON PAPER OR ELECTRONICALLY, YOU AGREE THAT COVERED EMPLOYMENT-RELATED DISPUTES ARE HEARD BY AN ARBITRATOR AND NOT BY A JUDGE OR BEFORE A JURY. YOU ALSO WAIVE YOUR RIGHTS TO BRING ANY CLASS OR COLLECTIVE CLAIMS AS TO THOSE DISPUTES.

For Employee/Applicant

Name: _____

Date: _____

Signature: _____