



Guide Dogs for the Blind

ARBITRATION AGREEMENT

This Arbitration Agreement (the “Agreement”) is a **mandatory condition of your employment** and covers important issues relating to your rights. It is your sole responsibility to read and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

1. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. section 1, *et seq.*, and evidences a transaction involving commerce. This Agreement applies to any legal dispute arising out of or related to Employee’s employment with Guide Dogs for the Blind, or one of its affiliates, subsidiaries, related companies or parent companies (hereinafter collectively referred to as the “Company” or “GDB”) or termination of employment. Nothing contained in this Agreement shall be construed to prevent or excuse Employee from utilizing the Company’s existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include, without limitation, disputes arising out of or relating to interpretation or application of this Agreement, including the enforceability, revocability or validity of the Agreement or any portion of the Agreement.

The Agreement also applies, without limitation, to disputes with any entity or individual arising out of or related to the application for employment, background checks, privacy, regarding the employment relationship or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation (including any and all wage & hour claims), breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Genetic Information Non-Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Affordable Care Act and state statutes or regulations, if any, addressing the same or similar subject matters, and all other federal or state and common law claims (excluding workers’ compensation, state disability insurance and unemployment insurance claims).

2. Limitations on How This Agreement Applies

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include, without limitation, claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs

(www.dol.gov/esa/ofccp). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. Disputes that may not be subject to pre-dispute arbitration agreements as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement, as well as any disputes that may not be arbitrated as provided by an Act of Congress. This Agreement does not apply to claims for workers' compensation, state disability insurance and unemployment insurance benefits.

3. Selecting the Arbitrator

The Arbitrator shall be selected by mutual agreement of the Company and the Employee. Unless the Employee and Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from the place where the Employee last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

4. Starting the Arbitration Process

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the Company shall be provided to the Company's Human Resources Department located at 350 Los Ranchitos Road, San Rafael, CA 94903. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. Either party may apply to a court of competent jurisdiction for emergency, temporary or preliminary injunctive relief in connection with an arbitrable controversy, including without limitation any controversy under any applicable restrictive covenant(s) or confidentiality obligations entered into between the parties; provided, however, that all determinations of final relief will be decided in arbitration, and pursuing the temporary or preliminary injunctive relief will not constitute a waiver of rights under this Agreement.

5. How Arbitration is Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

6. Class Action Waiver

There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action or as a class member in any purported class or collective action proceeding ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class or collective action. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

Private attorney general representative actions are not arbitrable, not within the scope of this Agreement and may be maintained in a court of law.

7. No Retaliation for Challenging the Class Action Waiver

No Employee will be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or private attorney general representative action in any forum as may be permitted by law. However, the Company reserves the right to lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

8. Paying for the Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

9. The Arbitration Hearing and Award

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning.

10. No Retaliation for Exercising Rights Under this Agreement

It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Human Resources Department.

11. Enforcement of the Agreement

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, the Company and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class or collective action in arbitration.

[ACKNOWLEDGMENT PAGE FOLLOWS]

ACKNOWLEDGMENT FORM

GUIDE DOGS FOR THE BLIND - ARBITRATION AGREEMENT

I HAVE RECEIVED AND READ ALL OF THE TERMS CONTAINED IN THE GUIDE DOGS FOR THE BLIND ARBITRATION AGREEMENT (THE "AGREEMENT"). I UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT THE COMPANY AND I ARE GIVING UP OUR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO ARBITRATE CLAIMS AND DISPUTES COVERED BY THIS AGREEMENT.

I UNDERSTAND THAT CONTINUED EMPLOYMENT AT THE COMPANY CONSTITUTES ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND THAT THE COMPANY AND I ARE MUTUALLY BOUND BY ITS TERMS.

AGREED:

Guide Dogs for the Blind

AGREED AND RECEIVED:

Employee Signature: _____

Employee Name Printed: _____

Date: _____

Updated 5/2016