

MUTUAL AGREEMENT TO ARBITRATE

This Mutual Agreement to Arbitrate (“Agreement”) is for the purpose of resolving claims by arbitration and is mutually binding upon both me and my employer **Preferred Therapy Services** (hereinafter referred to as “Company”) and any other entity owned, controlled, or managed by the Company. The following contains the terms and conditions of the binding Agreement which I agree to entirely.

Introduction:

I agree to arbitrate and resolve any and all employment-related disputes between the Company and affiliate entities and myself. I understand that the consideration for this Agreement is my employment, or continued employment, with the Company and the different benefits that go along with employment with the Company, including the promises and commitment made in this Agreement. I understand that the purpose of this Agreement is to provide both the Company and myself a way in which claims or disputes may be resolved by binding arbitration rather than litigation in recognition of the fact that resolution of any differences in the courts is rarely time or cost effective for either party, the Company and I have entered into this Agreement to establish and gain the benefits of a speedy, impartial, and cost-effective dispute resolution procedure. I understand that arbitration is for the purpose of resolving disputes between me and the Company. As such, I agree that I am waiving my right to file, participate or proceed in class or collective actions (including a Fair Labor Standards Act (“FLSA”) collective action) in any civil court or arbitration proceeding, including but not limited to receiving or requesting notice from a pending collective action, to the extent permitted by law. Therefore, I agree that I cannot file or opt-in to a collective action under this Agreement, unless agreed upon by me and the Company in writing. In no way does this Agreement serve to preclude me from bringing an unfair labor practices claim against the Company pursuant to the National Labor Relations Act.

Disputes Covered:

Any matter covered under this Agreement or concerning the legality or interpretation of this Agreement shall be heard and decided under the provisions and authority of the Federal Arbitration Act, 9 U.S.C. § 1 as applicable. For purposes of this Agreement, an employment-related dispute includes, but is not limited to, *all disputes*, including statutory and common law claims, whether under state, federal or local law, including, but not limited to, theories arising from breach of implied or express contract, implied covenant of good faith and fair dealing, constructive discharge, wrongful discharge, negligence, gross negligence, false imprisonment, fraudulent concealment, worker’s compensation retaliation, intentional infliction of emotional distress, misrepresentation, personal injury, claims arising from work-related activities, unsafe workplace, unlawful discrimination, retaliation or harassment, sexual harassment, violations of Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Family and Medical Leave Act (FMLA), Fair Labor Standards Act, (FLSA), whistle blowing, wrongful termination in violation of public policy, and defamation. I acknowledge that any employment dispute directly or indirectly affecting my Company shall be subject to binding arbitration, including disputes against supervisors and managers that involve my employment. Notwithstanding, either party may seek temporary injunctive relief through a court of competent jurisdiction, pending final resolution of the dispute in Arbitration.

In the event that I execute a separate *written* binding and enforceable contract with the Company to govern any particular aspect of my employment relationship, including but not limited to confidentiality or non-competition agreements, I agree that, to the extent of any conflict with this Agreement, the express terms regarding the resolution of disputes contained in the separate *written* binding and enforceable contract shall control. I also acknowledge that this Agreement applies to all employment disputes, regardless of when it arises, including disputes that arise or are asserted after I leave the Company. Furthermore, I understand that this Agreement applies to any dispute that occurred before or after I sign this Agreement.

Under this Agreement, I understand that the arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including any remedy or relief that would have been available to me or the Company, had the matter been heard in court. This authority includes the right to award compensatory and exemplary damages, attorney’s fees, costs, and other remedies to the extent those remedies would be available under applicable law in court. Additionally, I acknowledge that under this Agreement, while I may not file a lawsuit to resolve a dispute against the Company, that I may file a complaint with a federal, state, or other governmental administrative agency regarding legally protected rights. For Claims covered by this Agreement, arbitration is the Parties’ exclusive remedy.

Mediation

If efforts at informal resolution fail, disputes arising under this Agreement must first be submitted for mediation before a neutral third party before initiating an arbitration. Mediation is an informal process where the parties to a dispute meet in an attempt to reach a voluntary resolution, using the third party as a facilitator. Mediation shall be conducted and administered by a mutually agreeable mediator. In the event that the Parties are unable to resolve the dispute after mediation, then the dispute may be submitted to arbitration.

Arbitration Procedure:

For purposes of this Agreement, arbitration shall be conducted before a neutral arbitrator agreed upon by the Parties, independent from any organization; such arbitration shall be conducted under the American Arbitration Association (“AAA”) National Rules for the Resolution of Employment Disputes, unless the Parties agree to use other rules or procedures. Should the Parties be unable to agree upon

a neutral arbitrator for whatever reason, then the Parties shall agree upon a neutral organization (AAA, JAMS, or National Arbitration Forum) to ensure that the Parties’ commitment to binding and final arbitration of their employment disputes is fulfilled; such an arbitration shall be conducted under the rules of that neutral organization, unless the Parties agree to use other rules or procedures. The Party seeking to arbitrate a dispute must submit written notice of the claim to the mutually selected arbitrator or to a neutral arbitration organization (in the event the Parties have not agreed on a neutral arbitrator) within the time period prescribed by the statute or common law cause of action under which the claim is brought. The Parties under this Agreement will have full rights to legal representation in the arbitration process.

Discovery: The Parties shall be entitled to engage in discovery in the form of request for documents, interrogatories, requests for admissions, physical and/or mental examinations and depositions; however, each side shall be limited to three depositions and an aggregate of 30 discovery requests of any kind, including sub parts, except as mutually agreed to by the Parties. Physical and/or mental examinations must be justified under the standards set forth by the Federal or Texas Rules of Civil Procedure. A deposition of a corporate representative shall be limited to no more than four designated subjects. At a mutually agreeable date, the Parties will exchange lists of experts who will testify at arbitration. Each side may depose the other side’s experts, and obtain the documents they reviewed and relied upon, and these depositions will not be charged to the Parties’ aggregate limit on discovery requests or the three deposition limit. Any disputes concerning discovery shall be resolved by the arbitrator, with a presumption against increasing the aggregate limit of requests; additional discovery requests shall be granted only upon a showing of good cause.

Arbitration Fees & Costs:

Each party will pay for their attorney if a Party wishes to be represented by an attorney. Pursuant to this Agreement, the Company will pay costs associated with the arbitration except for any filing fees(s) associated with the initiation of arbitration. The Parties will pay for their share of the filing fee to initiate arbitration.

Miscellaneous:

This Arbitration Agreement includes all of the foregoing recitals, statements and acknowledgements relating to the Parties’ intention and agreement to arbitrate all employment disputes. If any of the foregoing terms or clauses of this Agreement are determined to be in violation of any law, rule or regulation or otherwise unenforceable, that determination shall not affect any of the remaining terms or clauses of this Agreement. All other clauses shall remain in full force and effect. In the event that any provision of this Agreement shall finally be determined to be unlawful, there shall be substituted a provision of similar import reflecting the original intent of the Parties to resolve their disputes through binding arbitration. This Agreement shall survive the termination of my employment and can only be revoked or modified by a writing signed by the Parties. *This Agreement does not alter the “at-will” employment relationship between the Company and me.*

I UNDERSTAND THAT THIS AGREEMENT IS EFFECTIVE FROM THE DATE OF MY EMPLOYMENT OR WHEN I SIGN IT (WHICHEVER IS EARLIER). I ALSO UNDERSTAND THAT IT RESTRICTS MY RIGHT TO SUE MY EMPLOYER AND APPLIES TO ANY EMPLOYMENT DISPUTE(S) INCLUDING THOSE THAT OCCURRED BEFORE THE DATE I SIGN BELOW.

I HAVE READ THE AGREEMENT ABOVE CAREFULLY AND HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE TERMS AND EFFECT ON ME. BY MY SIGNATURE BELOW, I KNOWINGLY AND VOLUNTARILY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Employee Name Printed

Employee Signature

Date

PREFERRED THERAPY SERVICES

By: _____

Its: _____