

## ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

### 1. DISPUTE RESOLUTION

**A. ARBITRATION OF CLAIMS:** In the event of a dispute between the parties, the parties agree to resolve the dispute as described in this Section (hereafter "the Arbitration Agreement"). This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and applies to any dispute brought by either Messenger or Logistics Broker arising out of or related to this Agreement or Messenger's employment with Logistics Broker, including termination of the employment. The provisions of this Arbitration Agreement will remain in force after termination of Messenger's employment. Except as it otherwise provides, **this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Arbitration 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.**

i. **Claims Covered By Arbitration Agreement:** Unless carved out below, claims involving the following disputes will be subject to arbitration under this Arbitration Agreement regardless of whether brought by Messenger, Logistics Broker or any agent acting on behalf of either: (1) disputes arising out of or related to Messenger's relationship with Logistics Broker or PEO; (2) disputes arising out of or related to Messenger's employment with Logistics Broker, including termination; and (3) disputes arising out of or relating to the interpretation or application of this Arbitration Agreement, but not as to the enforceability, revocability or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. This Arbitration Agreement also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, meal or rest periods, expense reimbursement, uniform maintenance, training, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Messenger Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims (excluding workers' compensation, state disability insurance and unemployment insurance claims).

ii. **Administrative Agency Claims:** 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](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), and the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). Nothing in this Arbitration Agreement or this Agreement may 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.

iii. **Excluded Claims:** The following claims will be excluded from coverage by this Arbitration Agreement: (1) claims that, as a matter of controlling federal law, may not be subject to a mandatory arbitration agreement, and (2) claims that may be adjudicated on an individual basis in small claims court.