Paul Mitchell The School Modesto

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

- Any dispute I may bring against **Paul Mitchell The School Modesto**, or any of its parents, subsidiaries, officers, directors, or employees, without limitation, or which the College may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), and decided by a single arbitrator. The arbitration hearing will be conducted in California.
- Both the College and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely an advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.
- Neither the College nor I shall file any lawsuit against the other in any Court and agree that any suit filed in violation of this provision shall be promptly dismissed in favor of arbitration. Both the College and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration. This provision does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction.
- The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by the College.
- I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action
- Any remedy available from a court under the law shall be available in the arbitration.
- I may, but need not, be represented by an attorney at arbitration.
- Except as specifically required by the laws of the State of California, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.
- I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org or 1-800-778-7879. I shall disclose this document to the AAA if I file an arbitration.
- If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, subparagraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.
- I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.