



**Employment Arbitration Agreement  
Central Casting Los Angeles**

1. I, on the one hand, and Central Casting ("Company"), on the other hand, agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment or casting relationship with the Company, including but not limited to the termination of my employment and my compensation. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company, or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act ("Act") (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The FAA applies to this agreement because the Company's business involves interstate commerce. Included within the scope of this agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, California's Private Attorney General Act ("PAGA"), or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law (specifically including but not limited to claims for sexual harassment or sexual assault brought under state or federal law unless I voluntarily elect to submit such claims to arbitration). However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this agreement). This arbitration agreement shall not impact my ability to bring grievance(s) under a collective bargaining agreement against a production company or studio that is signatory to SAG-AFTRA; such grievance(s) are not subject to this arbitration agreement.

2. My agreement to arbitrate claims against the Company includes claims I might bring against (i) the Company's parent/subsidiary/other related entities, (ii) the Company's customers (including without limitation studios and production companies) and their respective parent/subsidiary/other related entities, and (iii) all owners, directors, officers, managers, employees, and agents of Company and/or all others listed in this sentence. As to customers and customer-related persons in this paragraph, I also agree that my agreement to arbitrate against them shall only apply to non-union jobs.

3. By this binding arbitration provision, I acknowledge and agree that both the Company and I give up our respective rights to trial by jury of any claim I or the Company may have against the other.

4. All claims brought under this binding arbitration agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class action, collective action or any similar representative action, including but not limited to PAGA. No arbitrator shall have the authority under this agreement to order any such class, collective or similar representative action. Any dispute regarding the validity, enforceability, or scope of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring an action on a class, collective, representative, or other similar basis, including but not limited to PAGA. However, if under applicable law a representative claim under PAGA is found to be unwaivable and such an action is pursued in court, I and the Company agree that any such claim under the PAGA will be severed and stayed pending resolution of claims that are arbitrable.

5. In addition to any other requirements imposed by law, the arbitrator mutually selected by the parties hereunder to hear claims under this agreement shall be a retired California Superior Court Judge or an attorney licensed to practice law

by the State Bar of California, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. The arbitrator shall apply the substantive law of the state in which I am or last was employed by the Company and/or federal law, as applicable. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

6. This is the entire agreement between myself and the Company regarding dispute resolution, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment/relationship with the Company do not alter this agreement. This agreement may not be modified except in a separate writing signed by myself and the Executive Vice President of Central Casting. This agreement will remain in effect even after the termination of my employment/relationship with the Company.

7. The Company will pay arbitration costs over and above those that I would pay if the action was filed in a court of law. Arbitration costs do not include my attorney fees.

8. The arbitration proceedings and arbitration award shall be maintained by the arbitrator, myself and the Company as strictly confidential, except as is otherwise required by court order, or by law, or as is necessary to confirm, vacate, challenge or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management, and to a spouse or parent of a party who is an individual.

9. If any term, provision or portion of this agreement is determined to be void or unenforceable it shall be severed and the remainder of this agreement shall be fully enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT (OR MY MINOR'S EMPLOYMENT) WITH THE COMPANY (EXCEPT WHERE OTHERWISE SET FORTH ABOVE). I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT, WHILE MUTUALLY BINDING ON THE PARTIES, DOES NOT CONSTITUTE A GUARANTEE OF CONTINUED EMPLOYMENT FOR ANY FIXED PERIOD OR UNDER ANY PARTICULAR TERMS, AND DOES NOT ALTER IN ANY WAY THE AT-WILL NATURE OF MY (OR MY MINOR'S) EMPLOYMENT RELATIONSHIP WITH THE COMPANY.**

**Instruction:** DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Full Name

**If you are signing this arbitration agreement on behalf of your minor, please provide the information below.**

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_\_  
Your relationship to the Minor