

Employment Arbitration Agreement (New York)

1. I, on the one hand, and Central Casting inclusive of its related and parent companies (collectively, "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 its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"). 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 Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be claims by the Company for injunctive relief relating to any breach or alleged breach by me of a confidentiality or similar obligation or for misappropriation of property (any such proceedings will be without prejudice to the Company's rights under this agreement to obtain additional relief in arbitration with respect to such matters), claims by me arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims by me for unemployment compensation benefits, claims for medical, disability or paid family leave benefits under the state workers' compensation law or disability benefits law, or other claims by either me or the Company that are not subject to arbitration under current law. However, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, or similar state or local agency (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. 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.

3. 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. No arbitrator shall have the authority under this agreement to order any such class, collective or 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 am agreeing to waive any substantive or procedural rights that I may have to bring an action on a class, collective, representative, or other similar basis.

4. 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 New York State Supreme Court Judge or an attorney licensed to practice law in the state of New York, 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. The Federal Rules of Civil Procedure and the Federal Rules of Evidence, and all rules of pleading (including the right to file a Motion to Dismiss), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and directed judgment or non-suit 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 shall be considered privileged. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set 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.

5. 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.

6. The Company will pay arbitration costs unique to the arbitration over and above those that I would pay if the action was filed in a court of law. Each party shall pay its own attorneys' fees and costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.) Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator.

7. 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.

8. 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.

9. By me (and/or on behalf of my minors, if any) choosing to continue my (and/or my minors') employment or casting relationship with the Company, I (on behalf of myself and/or my minors) agree to be bound by this arbitration agreement as to my/my minors' entire employment or casting relationship with Company, including any and all jobs that I (and/or my minors) received or will receive through the Company.