

Arbitration Agreement
Between Contractor and Contractor Employee Exhibit

The Parties to this Agreement to Arbitrate are _____ (“Contractor”) and _____ (“Contractor Employee”) (the “Parties”). Southern California Edison (“Edison”), however, is an express third-party beneficiary to this Agreement to Arbitrate, and this Agreement to Arbitrate applies to disputes directly or indirectly involving Edison.

(A) Parties Covered By This Agreement to Arbitrate.

This Agreement to Arbitrate applies to Disputes between the following parties:

Disputes Between Contractor and Contractor Employee. Contractor and Contractor Employee agree to resolve any and all Disputes between Contractor and Contractor Employee by mandatory, binding, individual arbitration.

Disputes Between Contractor Employee and Edison. Contractor Employee also agrees to resolve any and all Disputes that Contractor Employee has against Edison arising out of or in connection with this Agreement by mandatory, binding, individual arbitration. As a third-party beneficiary to this Agreement, Edison will also be bound to arbitrate any Dispute that Edison has against Contractor Employee arising out of or in connection with this Agreement. Thus, all the provisions of this Agreement shall apply in full force to any Dispute between Contractor Employee and Edison, whether or not Edison is expressly named or mentioned in those provisions.

(B) Claims Covered By This Agreement To Arbitrate.

This Agreement to Arbitrate covers and applies to all timely and legally cognizable controversies, disputes, and/or claims that directly or indirectly arise out of the relationship between the Parties, any services rendered pursuant to that relationship, and/or the relationship of Contractor Employee with Edison (hereinafter, a “Dispute” or “Disputes”). This Agreement to Arbitrate covers Disputes of any nature, whether involving claims at law or equity, statute or common law, including without limitation claims, if any, under any federal, state, or local anti-discrimination laws, wage and hour laws, or any other labor protective laws. This Agreement to Arbitrate, however, is not intended to cover any Disputes that cannot be compelled to arbitration pursuant to a pre-dispute arbitration agreement under applicable law.

(C) Process For Arbitration.

All Disputes shall be submitted to final and binding arbitration, to be held in Los Angeles County, before a single arbitrator selected from Judicial Arbitration and Mediation Services, Inc. (“JAMS”), in accordance with the then-current JAMS Comprehensive Arbitration Rules and Procedures (which may be found at www.jamsadr.com under the Rules/Clauses tab), as modified by the terms and conditions in this Section. The parties to the Dispute will select the arbitrator by mutual agreement or, if they cannot agree, then by striking from a list of qualified arbitrators supplied by JAMS. Final resolution of any dispute through arbitration may include any remedy or relief that is provided for through any applicable state or federal statutes, or common law. The arbitrator selected pursuant to this Agreement may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator’s award or decision is based. Any award or relief granted by the arbitrator under this Agreement shall be final and binding on the Parties to this Agreement and may be enforced by any court of competent jurisdiction. If required by applicable law, Contractor and/or Edison (as appropriate), shall pay those arbitration costs that are unique to arbitration, including the arbitrator’s fee (recognizing that each side bears its own deposition, witness, expert and attorneys’ fees and other expenses to the same extent as if the matter were being heard in court). If Contractor and/or Edison is not required to pay such costs under applicable law, such costs will be apportioned as determined by the arbitrator. If any party prevails on a statutory or contract claim that affords the prevailing party attorneys’ fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. The arbitrator may not award attorneys’ fees to a party that would not otherwise be entitled to such an award under the applicable statute or contract. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost. **The Parties acknowledge and agree**

that they are hereby waiving any rights to trial by jury in any action or proceeding brought by either of the Parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement.

(D) Class Action Waiver.

The Parties agree that all claims pursued against each other or by or against Edison will be on an individual basis. To that end, and to the extent permitted by applicable law, the Parties hereby waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other or against Edison. Edison also will not become a party to, or remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against Contractor or Contractor Employee. The Parties agree that any claim by or against the Parties or Edison shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim.

(E) Severability of Arbitration Provisions.

If the waivers in Paragraph (D) are found to be unenforceable with respect to any particular claim, then that claim shall not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that happens, however, this Agreement to Arbitrate will still be fully enforceable as to all other claims, which must be resolved in arbitration on an individual basis. Any arbitrable claims will be resolved before non-arbitrable claims, which the Parties (and Edison, if applicable) will jointly request to be stayed pending the conclusion of the arbitration.

(F) Application of FAA and Questions of Arbitrability.

The Parties agree that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), governs the enforceability, interpretation, and implementation of any and all of the arbitration provisions in this Agreement to Arbitrate and provides the procedures for conducting arbitration to the extent not provided for herein or by the applicable JAMS rules. The Parties specifically agree that if a case includes arbitrable Disputes and non-arbitrable Disputes, the non-arbitral Disputes shall be stayed pending the conclusion of the arbitrable Disputes. Judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. Gateway questions, including but not limited to arbitrability (that is whether an issue is subject to arbitration under this Agreement to Arbitrate) and the enforceability and interpretation of this Agreement to Arbitrate shall be decided by the arbitrator, except that any issues related to the enforceability and/or interpretation of Paragraph (D) shall be decided solely by a court of law having jurisdiction over the issue. Claims filed must be timely within the time set by the applicable statute(s) of limitations.

(G) Administrative Remedies.

Nothing in this Agreement to Arbitrate precludes any Party from filing or participating in administrative proceedings before the California Unemployment Insurance Appeals Board, California Workers Compensation Appeals Board, California Labor Commissioner, California Division of Labor Standards Enforcement, the California Department of Fair Employment & Housing, or similar California or federal administrative agencies, to address alleged violations of law enforced by those agencies. To the extent permitted by applicable law, however, upon receipt of a right-to-sue letter or similar administrative determination (or upon any appeal of an administrative decision to a court of competent jurisdiction and/or for a trial de novo in such a court), the Dispute must be arbitrated on an individual basis pursuant to this Agreement to Arbitrate.

(H) Contractor and Contractor Employee Understand Their Agreement to Arbitrate.

Contractor and Contractor Employee represent and warrant that they understand the meaning and effect of this Agreement. Staffing and Contractor Employee acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either Party against

the other, or by or against Edison, in connection with any matter whatsoever arising out of or related to the Parties' relationship or in connection with Contractor's relationship with Edison.

(l) Arbitration is not a mandatory condition of Contractor Employee's relationship with Contractor or Edison or of Contractor Employee's ability to provide services to Contractor or Edison pursuant to that relationship. Therefore, Contractor Employee may submit a statement notifying the Company that Contractor Employee wishes to opt out and not be subject to this Agreement. If Contractor Employee wants to opt out, Contractor Employee must notify Contractor of Contractor Employee's intention to opt out by submitting a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" that can be obtained from and returned to the Contractor's _____ Department [ADDRESS][Fax] _____.____.____) or by submitting to Contractor's _____ Department a written notice stating that Contractor Employee is opting out of this Agreement. Contractor Employee also may opt out by sending an email to [optout@_____.com] stating Contractor Employee's intention to opt out. In order to be effective, Contractor Employee's opt out notice must be provided within 30 days of Contractor Employee's receipt of this Agreement. If Contractor Employee opts out as provided in this paragraph, Contractor Employee will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. If Contractor Employee does not opt out within 30 days of Contractor Employee's receipt of this Agreement, continuing Contractor Employee's relationship with Contractor or Edison and/or providing any services to Contractor or Edison constitutes mutual acceptance of the terms of this Agreement by Contractor Employee and Contractor. Contractor Employee has the right to consult with counsel of Contractor Employee's choice concerning this Agreement.

("Contractor Employee")

("Contractor")

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date