

ARBITRATION AGREEMENT

This Arbitration Agreement is made on this 08 day of January, 2018 between Roland J Cunningham, located at 3263 Woodland Avenue, New Orleans, LA 70113 ("First Party"), and Oralia A Jones, located at 2699 Isaacs Creek Road, Champaign, IL 61820 ("Second Party").

The parties entered into a contract on May 10, 2017. The original contract detailing the agreement is attached.

The parties agree as follows:

1. **Arbitration.** In the event of a dispute between the parties over the execution of the attached contract, the parties will waive their right to litigate these issues in court and instead will resolve their dispute through binding arbitration in Champaign, IL.
2. **Arbitration Procedure.** The parties agree to enter arbitration through the American Arbitration Association and abide by the Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be completed with 120 days from the date an arbitrator is appointed. This time may be extended by the arbitrator in the interests of justice. The parties may agree to extend this time in writing.
3. **Arbitrator.** The arbitration shall be conducted by one arbitrator. If the parties cannot agree on the selection of an arbitrator within 20 days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator will be selected by the American Arbitration Association pursuant to the terms of this agreement. The arbitrator shall have at least 1-5 years of experience in employment and will have served at least 1-5 times as an arbitrator prior to this dispute.
4. **Governing Law.** The laws of the State of Illinois will be applied in the proceedings, without regard to principles of conflict of laws.
5. **Award.** The parties agree to abide by any award issued by the arbitrator and the judgement of any court with jurisdiction may be entered on the award.
6. **Arbitration Costs.** The costs of the arbitration will be split by the parties unless otherwise determined by the arbitrator. If this the dispute is related to employment, the employer will bear the cost of arbitration. The parties will be responsible for their own litigation fees. The arbitrator may award any fees or costs to the prevailing party pursuant to applicable statutes or case law in the jurisdiction.
7. **Miscellaneous.** Except as expressly modified herein, the original contract remains unchanged and continues in full force and effect. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing. Any modifications to this agreement must be in writing and notarized.

This Agreement has been executed and delivered as of the date first written above.

First Party Signature

Roland J Cunningham

First Party Full Name

Second Party Signature

Oralia A Jones

Second Party Full Name

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GENERAL INSTRUCTIONS

What is an Arbitration Agreement?

An arbitration agreement is a legal contract stipulating that any disagreements that might arise through business dealings will be handled outside of court. Basically, both parties are agreeing to forego litigation in the event that there's a dispute stemming from the business. These agreements are very common today and it's likely that you've signed or agreed to a number of them, though you might not realize it. Many companies include clauses waiving your rights to litigation when you agree to terms for service or make purchases.

What is Arbitration?

In litigation, the parties will hire legal counsel and the process takes place in court. Proceedings will be heard by a jury unless the jury trial is waived in favor of a bench trial (where the judge makes the final determination). With arbitration, there is no courtroom involved. It's often handled in a meeting room, rather than a courtroom. Both parties are entitled to legal representation during the process. There may also be witnesses and testimony heard and both sides will have the opportunity to have discovery (or see any evidence provided by the other party). This process is more informal than a court trial and often less expensive.

Benefits of Using One

A business might decide to use an arbitration agreement for a number of reasons. For businesses that sell services or products to the public, it can protect them from frivolous litigation and simplify the process if there is a dispute. For business partnerships and employees, this agreement streamlines the process of dealing with breaches of contract or other business disputes. These are a few areas where an arbitration agreement can benefit your company:

- Protection from class action suits
- Waives the right to a jury trial
- Recovery of attorney fees
- Faster procedure with less red tape
- Wrongful termination and discrimination suits

What Are the Pros and Cons of an Arbitration Agreement?

Pros of Signing an Arbitration Agreement

- Obtaining employment. While this is of small benefit, many employers will not hire a prospective employee who will not sign an arbitration agreement.
- Arbitration is faster than a legal case. In the event that there is a dispute, the resolution takes less time than court proceedings.
- Arbitration is a fair process. Of course an agreement is drafted to protect the company or organization from litigation costs but it's also a fair proceeding. The arbitrator will be skilled and should be unbiased - employees and customers can ask for disclosure agreements to make certain arbitrators have no stake in the proceedings. You also have a say in who the arbitrator will be.
- There is no public court record. For obvious reasons, employees who file suit against a previous employer may have a more difficult time finding future employment. Without litigation, there's no public record of a dispute and no reason to disclose the information to future employers.

Cons for Employees and Consumers

- Arbitration agreements won't allow you to personally seek settlement for wrongful termination. If you feel the employer did something unethical or illegal, you might not want to waive this right.
- You waive your right to a jury trial. In the event you have a dispute, juries are traditionally more in favor of the employee or consumer than they are of large corporations or organizations.
- Disclosure can be less inclusive. With mediation, records may not be as obtainable as they would be in a formal court case where documents can be requested or subpoenaed. This might make proving your side of the dispute more difficult.