



Criswell Chevrolet, Inc.  
dba Criswell Hummer  
dba Criswell Lotus

Criswell Performance Imports, Inc.  
dba Criswell Honda

Criswell Nissan of Germantown  
dba Criswell Nissan

Criswell Performance Cars L.L.C.  
dba Criswell Chrysler Jeep Dodge

**AGREEMENT TO ARBITRATE**

In consideration for accepting or continued employment with Criswell Chevrolet, Inc., and notwithstanding any claims, representations, statements, or disclaimers in the Employee Handbook, Criswell Chevrolet, Inc. and the Employee agree that all disputes arising out of, or relation to, employment with Criswell Chevrolet, Inc. or the cessation of that employment, shall be settled by mandatory arbitration, except those disputes identified below. The arbitration shall be administered by the American Arbitration Association (“AAA”) under its Employment Dispute Resolution Rules and judgment of the award rendered by the arbitrator(s) is final and shall be entered in any court having jurisdiction. A set of the AAA Employment Dispute Resolution Rules for arbitration will be maintained by Criswell Chevrolet, Inc.

The employee consents to having personal jurisdiction in the State of Maryland and agrees to service of process within this jurisdiction by way of certified mail, return receipt requested, and signed by the employee. Nothing herein shall restrict service of process to this method. As part of the judgement rendered, the prevailing party shall be entitled to recover any and all attorney’s fees or costs incurred in defending or enforcing the claim.

The claims that certified parties hereby agree to resolve by arbitration are any causes of action of any kind whatsoever, whether statutory or based on common law, at law or in equity, regardless of the relief or remedy sought, that either party may have against other employees of the Employer, or relating to purported employment discrimination or violations of civil rights, such as but not limited to those arising under title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Civil Rights Act of 1966 and/or 1971, the Age Discrimination in Employment Act of 1967, the American With Disabilities Act of 1990, Executive Order 11246, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Federal Fair Labor Standards Act, the Maryland Wage and Hour Law, or any other applicable federal, state or local employment discrimination statute or ordinance. Claims within the workers compensation system are not covered. Claims regarding payment for medical or health care must follow the applicable appeals procedure within their plans.

EMPLOYEE UNDERSTANDS HE OR SHE IS HEREBY WAIVING VALUABLE RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE STATEMENTS AND THAT THIS AGREEMENT HAS BEEN VOLUNTARILY, WITHOUT DURESS OF ANY KIND.

Employee’s Name (PRINT) \_\_\_\_\_ SSN \_\_\_\_\_

Employee’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Representative \_\_\_\_\_ Date \_\_\_\_\_