

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL 4 PAGES OF THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, AND THAT I HAVE ENTERED INTO IT VOLUNTARILY. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHT TO A JURY TRIAL.



EMPLOYEE INITIALS

IF I AM UNDER THE AGE OF 18 (OR IF A RESIDENT OF A STATE IN WHICH THE AGE OF MAJORITY IS 19, THEN UNDER THE AGE OF 19), I REPRESENT TO WAFFLE HOUSE THAT THE PERSON IDENTIFIED BELOW AS MY PARENT OR LEGAL GUARDIAN IS MY PARENT OR LEGAL GUARDIAN.

DATE OF AGREEMENT _____

EMPLOYEE _____ WAFFLE HOUSE FRANCHISEE _____
Signature: _____ By: _____

Print Name: _____ Title: _____

Social Security #: _____

Unit # (if applicable): _____

Witness: _____

Print Name: _____

If the employee is under the age of 18 (or if a resident of a state in which the age of majority is 19, then under the age of 19) when the employee signs this Agreement, the notarized signature of the employee's parent or legal guardian is required:

Parent / Legal Guardian: _____

Print Name: _____

STATE OF _____ COUNTY OF _____

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Parent or Legal Guardian and acknowledges the execution of the foregoing as his or her free and voluntary act and deed for the use and purposes mentioned herein.

WITNESS my hand and seal, this ____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

Instructions to Hiring Manager or recruiter:

1. Have Associate read, sign, complete all information, and initial the top of the fourth page of the Agreement.
2. If the Associate is under 18 (or if a resident of a state in which the age of majority is 19, then under 19), you must obtain the notarized signature of the Associate's parent or legal guardian.
3. Sign and print your name as Witness.
4. Give Yellow Copy to Associate.
5. Retain White Copy for Waffle House's personnel file on the Associate.



AMERICA'S PLACE TO WORK
AMERICA'S PLACE TO EAT®

FRANCHISE EMPLOYEE ARBITRATION AGREEMENT

(for current employees and new hires)

Employee Name _____
(Please Print) Last First Middle

In consideration of the mutual promises to arbitrate claims as provided below and/or as a condition of Waffle House's offer of employment or promotion and my acceptance of that offer of employment or promotion with Waffle House, as the case may be, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Waffle House (as defined below) and I hereby agree:

1. "Waffle House" defined. That any reference to Waffle House will be a reference to the Waffle House franchise entity named _____ and all of its subsidiaries and affiliates, its parent (if any), all of its benefit plans, the benefit plans' sponsors, fiduciaries, administrators and the affiliates, successors and assigns of any of them.

2. Claims covered by this Arbitration Agreement ("Agreement"). That Waffle House and I will resolve by arbitration all claims and controversies ("claims"), past, present, or future, arising out of any aspect of or pertaining in any way to my employment, and specifically including, but not limited to, termination from employment, that I may have against Waffle House or against its franchisor, or against their respective officers, directors, employees or agents in their capacity as such or otherwise, or that Waffle House may have against me. The claims that are arbitrable:

- are those that, in the absence of this Agreement, would have been heard in a court of competent jurisdiction under applicable state or federal law; and
- are not claims for workers' compensation or unemployment compensation benefits; and
- include, but are not limited to, claims for wages or other compensation due under the Fair Labor Standards Act or analogous state law; claims for breach of any contract or covenant, whether express or implied; tort claims; claims for discrimination or harassment including, but not limited to, race, color, sex, sexual orientation, pregnancy, religion, national origin, age, marital status, military status or affiliation, or medical condition, handicap or disability, whether under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Uniformed Services Employment and Reemployment Rights Act, the Family and Medical Leave Act, or any other federal, state or local statutes, as well as claims for retaliation arising from or concerned with any such laws or statutes; claims for benefits, except claims under an employee benefit plan that either specifies that its claims procedure shall culminate in an arbitration procedure different than this one or is underwritten by a commercial insurance carrier which decides claims; claims for violation of any federal, state or other governmental law, statute, regulation or ordinance, except claims excluded elsewhere in this Agreement.

Except as otherwise provided in this Agreement, both Waffle House and I agree that neither of us shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge to the EEOC, NLRB, DOL, or a similar government agency) in any way related to any claim covered by this Agreement.

3. No Consolidated, Collective, or Class Action Arbitrations. Neither party shall be entitled to: (i) join or consolidate claims in arbitration by or against other employees, (ii) arbitrate any claim against the other party as a purported representative proceeding or join as a purported member of an alleged class action, collective action, or purported representative proceeding, or (iii) arbitrate any claim in a private attorney general capacity.

4. Filing of Claims. The aggrieved party must file any claims covered by this Agreement within the applicable statute of limitations as may be prescribed by law. Written notice of such claims shall be sent to Waffle House's principal place of business. I will be given written notice at the address to which my most recent W-2 statement of earnings was sent. The notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

5. Early informal resolution. Prior to initiating a demand for arbitration under this Agreement, I may pursue informal resolution of my claims by contacting Waffle House at the office phone number for Waffle House's principal place of business. A meeting will then be arranged between me and Waffle House to facilitate the potential resolution of my claims. If I use this procedure and attempt informal resolution of my claims, Waffle House will pay my portion of the American Arbitration Association filing fee (or its equivalent, up to \$150) associated with any subsequent arbitration of my claims.

6. Representation. Any party may be represented, at its own expense, by an attorney selected by the party.

7. Designation of Witnesses. At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any expert expected to be called at the arbitration, and copies of all exhibits intended to be used at the arbitration.

8. Subpoenas. Each party shall have the right to subpoena witnesses and documents for the arbitration.

9. Arbitration Procedures. After the filing of a claim under this Agreement, the parties shall have 30 days to informally agree upon an arbitrator or upon an arbitration firm to administer the arbitration. If no arbitrator or arbitration firm is selected within 30 days, the parties agree to allow the American Arbitration Association ("AAA") to administer the arbitration. The parties agree that the arbitration shall be held in accordance with the AAA's then-current Employment Arbitration Rules and Mediation Procedures, unless the parties otherwise mutually agree in writing beforehand. The arbitrator shall be either a retired judge or an attorney licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"). The arbitration shall take place in or near the city in which I am or was last employed by Waffle House.

I understand that a copy of the AAA Employment Arbitration Rules and Mediation Procedures is available for me to review by contacting AAA to request a copy of these rules at 120 Broadway, 21st Floor, New York, New York, 10271, telephone number (800) 778-7879, facsimile number (877) 304-8457, and that the rules are also available online at www.adr.org, or by sending an email to subscriptions@adr.org.

If no arbitrator is informally selected by the parties within 30 days as described above, then the Arbitrator shall be selected from a list of eleven arbitrators drawn by the AAA from its panel of employment dispute arbitrators. The parties shall strike names alternatively from the list until only one name remains. The party who did not initiate the claim shall strike first. The person whose name remains shall be designated the Arbitrator.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claims asserted. The Arbitrator is without jurisdiction to apply any different substantive law, or law of remedies. The Arbitrator, and not any federal, state, or local court or agency, shall have authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitration shall be final and binding upon the parties, except as provided in this Agreement.

The Arbitrator shall have the power to award any types of legal or equitable relief available in a court of competent jurisdiction, including, but not limited to, attorney's fees and costs to either party, to the extent such relief is available under law. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.

Either party shall, upon request, be given leave to file a post-hearing brief within a time set by the Arbitrator. The Arbitrator shall render an award and opinion in the form typically rendered in labor arbitrations.

Either party shall have the right, within 20 days of issuance of the Arbitrator's opinion, to file with the Arbitrator a motion to reconsider (accompanied by a supporting brief), and the other party shall have 20 days from the date of the motion to respond. The Arbitrator shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by the Agreement) shall be final and conclusive upon the parties.

10. Arbitration Fees and Costs. Except as provided in Paragraph 5 of this Agreement, the parties shall bear their respective arbitration filing fees (from AAA or from whatever arbitration firm the parties jointly select pursuant to Paragraph 9). Waffle House shall bear the administrative costs of the arbitration and the fees and costs of the Arbitrator.

11. Judicial Review. The decision or award of the Arbitrator shall be final and binding upon the parties. Either party

may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. A party opposing enforcement may bring a separate action in any court of competent jurisdiction to set aside the award, where the standard of review shall be the same as that applied by an appellate court reviewing a decision of a trial court without a jury.

12. General. This is the complete agreement of the parties on the subject of arbitration of disputes except for any arbitration agreement in connection with any benefit plan. Except as provided in Paragraph 15 below, this Agreement can only be revoked by a writing signed by both parties which specifically states an intent to revoke this Agreement. To the extent permitted by applicable law, this Agreement may be modified, in whole or in part, by Waffle House only after Waffle House provides at least 30 days written notice of such modification, and only with respect to claims filed under this Agreement which are received by Waffle House after the effective date of such modification. To the extent permitted by applicable law, the notice of modification need not be signed by the employee to be valid and enforceable; instead, the employee's continued employment by Waffle House after the effective date of the modification shall constitute the employee's acceptance of the modification. The version of this Agreement in effect at the time the claim is received by Waffle House will govern the process by which the claim is determined. This Agreement shall survive termination of my employment, shall apply to any future employment with Waffle House should my employment end and I am thereafter rehired by Waffle House, and shall survive any expiration of any benefit plan.

13. Choice of Law and Severability. I acknowledge that this agreement should be construed in a manner consistent with the principles and provisions of the Federal Arbitration Act. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Waffle House maintains its principal place of business. If, however, a court of competent jurisdiction or arbitrator subsequently determines that the laws of the above referenced state do not apply to the Agreement, then, alternatively, the Agreement shall be governed by and interpreted in accordance with the laws of the state of my residence. In addition, should any provision of this Agreement be adjudged void, illegal, or otherwise unenforceable, in whole or in part, and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

14. Not an Employment Agreement. This is an arbitration agreement, not an employment agreement. This Agreement does not in any way alter the "at-will" status of my employment.

15. Employee's Right to Revoke. I understand that I would either not be employed or remain employed by Waffle House or that I would not be promoted, as the case may be, unless I sign this Agreement. I have been advised of my right to consult with counsel regarding the Agreement. My agreement to accept arbitration can be revoked at any time within 7 days of my signing this Agreement, but such revocation must be submitted in writing and will result in my immediate termination, demotion and/or denial of consideration for employment, as the case may be.

If this Agreement is not properly revoked by me within the 7-day time period described above, I understand that this Agreement will remain valid and enforceable unless modified by Waffle House pursuant to Paragraph 12 or unless Waffle House and I execute a subsequent arbitration agreement. I understand that when any such Agreement modification becomes effective pursuant to Paragraph 12, or when any subsequent arbitration agreement is executed, the new agreement's terms shall take precedence over and supersede this existing Agreement.

Acknowledgment and Signature Lines on Following Page