

**KNOWING AND VOLUNTARY**  
**JURY WAIVER and LITIGATION AGREEMENT**

The Catholic Diocese of Saginaw (“Employer”), and \_\_\_\_\_ (Employee), as a condition of initial and/or continued employment, future promotions, compensation increases, use of Employer’s property, facilities, materials or resources, access to Employer’s confidential information, access to Employer’s clients and parishioners, and/or other additional benefits that the parties agree are valuable considerations for this Knowing and Voluntary Jury Waiver and Litigation Agreement (“Agreement”), agree to litigate any claims involving the Employee’s employment or termination of employment according to the following terms:

1. The parties understand and agree that this Agreement waives their right to a jury trial, if applicable, and instead allows only for a bench trial before a judge without a jury.

2. The parties understand and agree that any charge, claim or lawsuit relating to Employee’s employment with Employer (except those that the law specifically excludes from shortening the statutes of limitations) must be filed no later than one hundred and eighty (180) calendar days from the date the alleged employment action arose, or less if the applicable statute of limitations period is shorter for the specific cause of action. The parties agree to waive any statute of limitations or other time period to make a claim to the contrary. The parties further understand and agree that any lawsuit must be filed in a court of competent jurisdiction in Saginaw County, Michigan or in the United States District Court for the Eastern District of Michigan, Northern Division. If a party fails to file their charge, claim or lawsuit within one hundred and eighty (180) calendar days from the date the alleged claim arose, or less if the applicable statute of limitations period is shorter for the specific cause of action, they will forever lose their right to litigate their claim in any manner. If a party loses their right to litigate their claim under this agreement, they cannot file suit or a claim in any other jurisdiction or forum. Should either party file their claim in a court or forum not pursuant to this Agreement, the action shall not toll or extend the time for filing pursuant to this Agreement. The parties agree that any dispute about the timeliness of any such claim, charge, or lawsuit shall be determined by the Saginaw County Circuit Court or United States District Court for the Eastern District of Michigan, Northern Division, and not by any arbitrator or other person.

3. The parties shall have all other rights pursuant to applicable court rules at each party’s own expense.

4. The Employee acknowledges that he/she is an employee at-will, unless subject to a written just cause employment contract. Nothing in this Agreement creates an expressed or implied employment contract. The Employee understands that only an employment agreement that the Employer signs specifically changing the at-will employment relationship is valid to make such a change.

5. This Agreement, together with the Employee’s Application for Employment incorporated by reference, is the complete Agreement between the parties on the litigation of disputes. This Agreement supersedes any prior or current oral or written agreement and/or

understanding on the subject. Neither party is relying on any oral or written representations of any type, other than those contained in this Agreement. If any judge determines that any partial or complete provision of this agreement is invalid, or otherwise unenforceable, the portion or complete provision shall be stricken, or revised to reflect the intent of the parties at the time of signing, and the remaining provisions shall continue in full force and effect.

**Receipt of this Agreement acknowledges that each party is responsible for carefully reading it and understanding that it contains binding rights and responsibilities, including, but not limited to, election to waive a jury trial, reduce the filing period for any charge, claim or lawsuit relating to Employee's employment with Employer to 180 calendar days from the date the alleged employment action arose, unless the applicable statute of limitations period is shorter for the specific cause of action, and select the Saginaw County Circuit Court or the United States District Court for the Eastern District of Michigan, Northern Division, as the location and forum for any such litigation.**

**The parties have entered into this Agreement voluntarily as a condition of employment, and/or continued employment, including future promotions, pay increases, and/or use of the Employer's equipment, materials and/or resources. The parties further acknowledge that the actions of the Employee engaging in, or continuing employment, using the Employer's property, facilities, or resources, accepting compensation and benefits, continuing contact with Employer's clients, customers, and/or parishioners, and continuing to have access to and use of Employer's confidential information, constitutes each party's mutual assent to be bound by this Agreement, whether or not fully executed by both parties.**

EMPLOYEE:

EMPLOYER:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

Dated: \_\_\_\_\_ 201\_\_

Dated: \_\_\_\_\_ 201\_\_