NAM (National Arbitration and Mediation)
Employment Rules and Procedures
990 Stewart Avenue, First Floor
Garden City, NY 11530
Telephone: 1-800-358-2550
Fax: 516-794-8971
www.namadr.com

NAM EMPLOYMENT RULES AND PROCEDURES
DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM FOR EMPLOYEES OF TA OPERATING LLC, D/B/A MINIT MART

EMPLOYEE (CLAIMANT) INFORMATION

Name(s): _____

Social Security #: _____

*Contact Person or Counsel: _____

Address: _____

_____

Phone: _____

Fax: _____

Email Address: _____

EMPLOYER (RESPONDENT) INFORMATION

Name(s): _____

*Contact Person or Counsel: _____

Address: _____

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Phone: _____

Email Address: _____

Fax: _____

*if applicable

RESPONDENT(S): Please take notice that pursuant to NAM's Employment Rules and Procedures (which provide for Arbitrations of disputes arising thereunder) and except as modified by the terms of the Employee's Agreement with TA Operating LLC, the Claimant identified above **hereby demands Arbitration of a claim against you.** These Rules and Procedures shall apply to all matters referred to NAM as a result of a **pre-dispute** Arbitration contract provision entered into by mutual agreement between the parties. **You have twenty-one (21) days to serve the Claimant and NAM with a Reply to this Demand for Arbitration/Arbitration Request Form** by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. **If you do not serve the Claimant and NAM with a Reply within 21 days of service of this Notice, the Arbitrator may enter an award against you.**

This matter is to be resolved by arbitration. Such arbitration is to be conducted as an oral, in-person arbitration.

*The cost of the Arbitration is as follows: The Employer shall be responsible for all arbitration fees relating to the filing, administration and hearing of this matter. NAM's Fees and Costs for Employment Disputes Schedule is a part of this agreement. **ALL FEES ARE SUBJECT TO ADJUSTMENT ANNUALLY AS OF JULY 1ST OF EACH YEAR.**

EMPLOYEE SECTION:

Please fill out the information requested below.

Position: _____

Status: (full or part time)_____

Date of Hire: _____ Date of Incident: _____

Location of Employment: _____

Please state the dispute you wish to have decided by an Arbitrator. Please explain why you believe the other Party's actions were unlawful and state the basis for your claim. Please attach additional sheets if necessary.

Please include the names of witnesses to the Party's alleged unlawful action:

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Please state how you would like your dispute to be resolved. Please attach additional sheets if necessary.

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If you will be represented by an attorney, please identify that person and his/her firm in the Employee (Claimant) Information space on the first page of this form.

I hereby submit the above-described dispute for Arbitration. I agree that the decision and award of the Arbitrator will be final and binding as to all claims relating to my employment relationship with my Employer or its affiliates that have been or could have been raised under my Arbitration Agreement with my Employer. I understand that I am responsible for the fees of my own attorney, should I retain one, (unless the Arbitrator rules otherwise) subject to the limitations in these Rules and my employment agreement with TA Operating LLC, D/B/A Minit Mart. I also understand the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause

of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

_____

EMPLOYEE by: (signature)

Name: _____ Date _____/_____/_____

EMPLOYER SECTION: REPLY TO DEMAND FOR ARBITRATION/ARBITRATION REQUEST FORM

The Employer hereby responds to the demand made by the Employee as follows (the Employer should provide a response herein and attach any evidence to support such position):

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If you will be represented by an attorney, please identify that person and his/her firm in the Employer (Respondent) Information space on the first page of this form.

I hereby submit my response to the above-described dispute for Arbitration. I agree that the decision and award of the Arbitrator will be final and binding as to all claims relating to the employment relationship with the Employee

that have been or could have been raised under our Arbitration Agreement with the Employee. I understand that I am responsible for the fees billed to me by NAM. The Employer also understands the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

_____

EMPLOYER by: (signature)

Name: _____

Title: _____ Date _____/_____/_____

The parties are hereby notified that the Employee has filed copies of the Arbitration Agreement and this Demand for Arbitration/Arbitration Request Form at NAM's headquarters.

Either party may contact the NAM Employment Administrator indicated below in writing at NAM, 990 Stewart Avenue, First Floor, Garden City, New York 11530 or by telephone with questions regarding the Arbitration process or NAM's Employment Rules and Procedures or to request a copy thereof.

Contact the NAM Administrator, _____ at

1-800-358-2550 ext. _____.