



**NOTICE OF PRE-DISPUTE ARBITRATION AGREEMENT
AND CLASS ACTION WAIVER FOR DISPUTES**

In accordance with the disclosure and other obligations set forth in the U.S. Code of Federal Regulations Title 34, Chapter VI, Sections 668.41 and 685.304, each student is notified that the Enrollment Agreement contains a pre-dispute arbitration agreement and a class action waiver. Agreeing to these conditions are prerequisites to enrolling at Jersey College. The pre-dispute arbitration agreement and class action waiver provide the following:

Arbitration

I agree that any dispute or claim arising out of or relating to this Agreement or, absent such agreement, my enrollment or attendance at Jersey College, whether such dispute arises before, during, or after my attendance and whether the dispute is based on contract, tort, statute (*including but not limited to state and federal laws against discrimination*), or otherwise, shall be submitted to and resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules then and there in effect. Judgment upon the arbitrator's award rendered may be entered in any court having jurisdiction thereof. Any arbitration hearing shall take place at a reasonably convenient place for both parties per the Consumer Arbitration Rules. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions. The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall otherwise govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with Jersey College.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, I UNDERSTAND THAT I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.