

Model Release and Arbitration Agreement

Tesa

1. RELEASE OF CLAIMS

Upon signing this Agreement, American Apparel will pay you ("You" or "Your") \$ 300 (the "Payment"). This Payment is being made to You in exchange for Your services, for settling and releasing all claims You may have against American Apparel, and Your agreement to arbitrate all of Your disputes against American Apparel (as discussed in more detail below). You recognize and agree that You would not have received this Payment if You had not agreed to, and signed, this Agreement.

per kalyan

You agree to settle and release any and all claims You have, or may have, against American Apparel and all of its officers, directors, employees, partners, attorneys, divisions, parents, subsidiaries, successor(s) in interest, and all of its related entities (collectively "Agents") in exchange for the Payment.

If You performed services for American Apparel within the State of California, You expressly waive all rights under California Civil Code Section 1542, which states:

1542. (Certain claims not affected by general release). A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

2. RELEASE OF IMAGES

You hereby acknowledge that American Apparel has the exclusive right to reproduce, sell, duplicate and/or alter photographs and video footage of You, as American Apparel deems fit for the purpose of advertising the products of the company or otherwise promoting the company. The original or reproductions of any photographs and video footage may be used either for print or electronic (including Web-based) media. The originals and any affiliated images produced are also to be controlled, stored, maintained, and owned by American Apparel or its designated agents. You acknowledge and understand that Your image may be posted on websites maintained by American Apparel and that Your image may be downloaded by any individual with access to the website (both internally and externally). American Apparel will not be liable for any use of the images once downloaded.

3. AGREEMENT TO BINDING ARBITRATION

You and American Apparel agree that any claim or dispute between You and American Apparel and/or any of American Apparel's parent corporations, successor entities, present and/or former subsidiaries, divisions, and affiliated entities, as well as each of their present and/or former shareholders, directors, officers, employees, attorneys, agents and representatives shall be determined shall be determined exclusively by binding arbitration. You and American Apparel hereby covenant not to file a lawsuit against each other in contravention of this Agreement.

The parties shall be entitled to all of the same remedies as those available for comparable actions in courts. The parties shall be entitled to be represented by independent counsel of their choosing.

Claims shall be submitted to and determined

exclusively by binding arbitration as provided for by Sections 1 and 2 of the Federal Arbitration Act, in conformity with the applicable state's Code of Civil Procedure. Arbitration shall be the exclusive method for resolving any disputes; provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided by the applicable state's Code of Civil Procedure.

4. KNOWING AND VOLUNTARY CONSENT TO BINDING ARBITRATION AND WAIVER OF RIGHT TO JURY TRIAL

You and American Apparel hereby acknowledge that You have read and understand the terms of this Agreement, and are voluntarily agreeing to its terms. You and American Apparel also understand that by using binding arbitration to resolve disputes, they are giving up any right they may have to a judge or jury trial.

5. CONFIDENTIALITY OF ARBITRATION PROCEEDINGS

You and American Apparel hereby agree that any arbitration proceedings initiated hereunder shall be kept in the strictest of confidence, meaning that You and American Apparel hereby agree not to file any lawsuit in contravention of this Agreement, or otherwise disclose or cause to be disclosed to the media or any other third party (other than their respective attorneys and other agents who are directly involved in the dispute(s) to be arbitrated hereunder, or any of the underlying facts and circumstances relating to such dispute(s)). All pleadings, discovery, recorded proceedings, deposition transcripts and videos, declarations, hearing transcripts, and all other documents submitted and/or generated during arbitration ("Arbitration Documents") shall be kept strictly confidential and shall only be disclosed to the arbitrator and the parties' respective attorneys and other agents who are directly involved in the dispute. Under no circumstances shall these Arbitration Documents be disclosed to the media.

You and American Apparel further agree not to disparage each other in public or online on blogs or any other similar media concerning their dispute. You agree not to speak with reporters or anyone from the media, or make any public statements, regarding any disputes that may arise between You and American Apparel.

You acknowledge that Your breach of this paragraph shall constitute a material breach of this Agreement which shall cause American Apparel irreparable harm. As such, You agree that in the event You breach this paragraph, American Apparel shall have the right to immediately seek, in addition to all other remedies in law or in equity, a temporary and permanent restraining order for the enforcement of this paragraph.

6. SELECTION OF NEUTRAL ARBITRATOR

The parties will select a neutral arbitrator by mutual agreement. If the parties are unable to agree on a neutral arbitrator, the parties shall obtain from the Judicial Arbitration and Mediation Service ("JAMS") a list of nine potential arbitrators, and each party shall strike four arbitrators, with You providing Your strikes first, and American Apparel striking four names thereafter. The remaining named arbitrator shall serve as the arbitrator in this matter.

7. SUBSTANTIVE AND PROCEDURAL LAW TO BE APPLIED/DISCOVERY

The arbitrator shall apply applicable state and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated. The parties shall be entitled to conduct reasonable discovery, including conducting depositions, requesting documents and requesting responses to interrogatories, all in conformance with applicable Code of Civil Procedure. The applicable state's Code of Civil Procedure shall govern all procedural and discovery issues between the parties.

The arbitrator shall hear motions for summary disposition as provided in the applicable state's Code of Civil Procedure. Within thirty days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated.

The arbitrator shall prepare a written decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

8. COSTS OF ARBITRATION SHALL BE BORNE BY AMERICAN APPAREL

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by American Apparel. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party during the arbitration, as is permitted under federal or state law, as a part of any remedy that may be ordered.

Name: Tesa

Address: [Redacted]

Email: [Redacted]

Tel: [Redacted]

SSN: [Redacted]

Notes: * send check to

At-waikiki store

Oh, and, your

fabulous 'kyong'!

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AGREED AND ACCEPTED:

I have read and understand this Agreement and by signing below, hereby agree to the terms and conditions contained in this Agreement.

Sign and Date

Date: 3/9

(Print Name) Tesa Renee Lubans Deltaven

(Signature) Tesa Renee