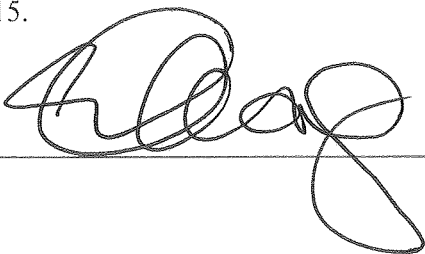




4. Forever 21 hired Alexia (“Anthony”) Daskalakis (“Daskalakis”) in May 2011. Upon commencement of her employment, Daskalakis entered into an Agreement to Arbitrate, in which she agreed to arbitrate any claims relating to her employment with Forever 21. Attached hereto as Exhibit A is a true and correct copy of the Agreement to Arbitrate executed by Daskalakis.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of September, 2015.



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# **EXHIBIT A**



# AGREEMENT TO ARBITRATE

"Company" shall mean one of the selected entities.

## FOR NON-CALIFORNIA STORES ONLY

This Agreement to Arbitrate (hereinafter "Agreement") is entered into by and between Forever 21, Inc., and its subsidiary and affiliated companies, and each of their officers, directors, agents, benefit plans, insurers, successors and assigns, (hereinafter collectively "the Company") and Anthony Daskalakis

(Employee Name)

hereinafter "Employee" located at 0785

(Store Number)

It is the desire of the parties to this Agreement that, whenever possible, "Disputes" relating to employment matters will be resolved in an expeditious manner. Each of the parties hereto is voluntarily entering into the Agreement in order to gain the benefits of a speedy, impartial dispute-resolution procedure.

The Company and Employee mutually agree that any dispute or controversy arising out of or in any way related to any "Dispute," as defined herein, shall be resolved exclusively by final and binding arbitration. Such arbitration shall be held in the County in which Employee works, or a location mutually agreed upon by both parties.

For purposes of this Agreement, the term "Disputes" means and includes any claim or action arising out of or in any way related to the hire, employment, remuneration, separation or termination of Employee. The potential Disputes which the parties agree to arbitrate, pursuant to this Agreement, *include but are not limited to*: claims for wages or other compensation due; claims for breach of any employment contract or covenant (express or implied); claims for unlawful discrimination, retaliation or harassment (including, but not limited to, claims based on employment benefits (except where an Employee's benefit or pension plan contains a claims procedure which expressly provides for a final and binding arbitration procedure different from this one)), and Disputes arising out of or relating to the termination of the employment relationship between the parties, whether based on common law or statute, regulation, or ordinance.

Each of the parties voluntarily and irrevocably waives any and all rights to have any Dispute heard or resolved in any forum other than through arbitration as provided herein. This waiver specifically includes, but is not limited to, any right to trial by jury.

This Agreement does not cover claims that Employee may have for worker's compensation benefits or unemployment compensation benefits. Nothing herein shall preclude Employee from reporting information to or testifying before the United States Equal Employment Opportunity Commission, or similar state agency, the National Labor Relations Board; provided, however, that in the event that any federal or state administrative agency or any other person brings any claim or action for monetary relief on Employee's behalf, Employee waives the right to recover or receive any such monetary relief in such claim or action, and agrees to seek relief exclusively through arbitration pursuant to this Agreement. Nothing herein shall be construed to waive any right, that either party is prohibited from waiving under applicable law.

This does not limit the rights of either party to apply to a court of competent jurisdiction for any provisional remedy, including a temporary restraining order or preliminary injunction.

Both parties agree that the Company has valuable trade secrets and proprietary and confidential information. Both parties agree that in the course of any arbitration proceeding all necessary steps will be taken to protect from public disclosure such trade secrets and proprietary and confidential information.

In any arbitration held pursuant to this Agreement, the parties shall bear equally all fees and costs of arbitration, including the Arbitrator's fee, except that Employee's share of such fees and costs of arbitration shall not exceed the then-current total filing fee and costs in any court in which Employee could have filed suit. Each party shall pay for its own attorney's fee and costs, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

This Agreement is not a contract of employment, and shall not be construed to create any right to continued employment of Employee with the Company, express or implied. This Agreement shall survive the termination of the employment relationship between the parties, and any change in the terms of the employment relationship between the parties shall not in any way affect this Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. It cannot be revoked or modified except by a writing signed by employee and by the President/CEO of the Company.

The provisions of this Agreement are severable, and if any one or more are determined to be void or otherwise unenforceable, the remaining provisions shall continue to be in full force and effect. If, in any action to enforce this Agreement, a Court of competent jurisdiction rules that the parties agreement to arbitrate under the Model Rules for Arbitration of Employment Disputes of the American Arbitration Association is not enforceable, then the parties agree that such Dispute shall be resolved by final and binding arbitration under the California Arbitration Act, California Code of Civil Procedure Section 1280, et seq.

The promises of the parties herein to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other.

I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND I AM NOT RELYING ON ANY PROMISE OR REPRESENTATIONS BY THE COMPANY OTHER THAN CONTAINED IN THE AGREEMENT ITSELF.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH MY PRIVATE LEGAL COUNSEL OR OTHER ADVISOR BEFORE SIGNING THIS 2 PAGE AGREEMENT, AND HAVE EITHER DONE SO OR VOLUNTARILY DECIDED TO DECLINE THE OPPORTUNITY TO DO SO.

<u>Anthony Daskalek</u>	<u>Anthony Daskalek</u>	<u>1127455</u>	<u>05/11/11</u>
EMPLOYEE'S SIGNATURE	PRINT NAME	EMPLOYEE ID NUMBER	DATE

If under the age of 18 :

_____	_____	____/____/____
PARENT / LEGAL GUARDIAN SIGNATURE	PRINT NAME	DATE