

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

\_\_\_\_\_ X  
ANGELA SHELTON, *et al.*, :  
 :  
 *Plaintiffs*, :  
 :  
 *v.* : Index No. 601076/2003  
 : (Justice Charles E. Ramos)  
 ELITE MODEL MANAGEMENT CORP., *et al.*, :  
 :  
 *Defendants*. :  
\_\_\_\_\_ X

**NOTICE OF PROPOSED SETTLEMENTS OF CLASS ACTION**

**If you are a current or former model who had a written or oral contract during the specified dates with any one of the following companies, you could get a payment from certain class action settlements:**

**January 1, 1977 to December 31, 2004:**

Elite Model Management Corporation (“Elite NY”) (a/k/a EMMC, Inc.)  
Elite Model Management S.A.  
Elite Group S.A.

**January 1, 1989 to December 31, 2004:**

Ford Models, Inc.  
Wilhelmina Models, Inc.  
Wilhelmina International, Ltd.

*A New York court authorized this notice. This is not a solicitation from a lawyer.*

- The settlements will provide a total of \$1,400,000 to pay claims from models who had a written or oral contract with the companies identified above during the specified time periods, less expenses. The settlements will not pay claims to models who exclude themselves from the class.
- The “Settling Defendants” for the purposes of this notice are Elite Model Management S.A. and Elite Group S.A. (together, “Elite S.A.”), Alain Kittler and Gerald Marie. Additional “Released Persons” are identified below.
- These settlements resolve a lawsuit over whether defendants and others committed violations of state law by charging excessive and unauthorized commissions and expenses to models, accepting unauthorized and undisclosed referral fees for models’ bookings, and otherwise violating their fiduciary duties to models.
- Your rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	If you elect this option, you will get no payment. This is the only option that allows you to ever be part of another lawsuit against Settling Defendants (and certain other persons and entities as noted below) about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlements.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlements.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlements. Payments will be made if the Court approves the settlements. Please be patient.

## BASIC INFORMATION

### 1. Why did I get this notice package?

You may have had a written or oral contract during the specified dates with one of the following companies:

January 1, 1977 to December 31, 2004:  
Elite Model Management Corporation  
("Elite NY") (a/k/a EMMC, Inc.)  
Elite Model Management S.A.  
Elite Group S.A.

January 1, 1989 to December 31, 2004:  
Ford Models, Inc.  
Wilhelmina Models, Inc.  
Wilhelmina International, Ltd.

The Court has directed that this notice be sent to you because you have a right to know about the proposed settlements of the class action lawsuit and certain related claims and about all of your options, before the Court decides whether to approve the settlements. If the Court approves the settlements, an administrator will make the payments that the settlements allow and that the Court directs.

This package explains the lawsuit, the settlements, your legal rights and what benefits are available, who is eligible for them, and how to get them.

The Court in charge of these consolidated cases is the Supreme Court of the State of New York, County of New York, Commercial Division, and this case is known as *Shelton v. Elite Model Management Corp.*, Index No. 601076/2003. The people who sued are called the plaintiffs and the companies they sued as identified above are called the defendants.

### 2. What is this lawsuit about?

Plaintiffs in this lawsuit claimed that the defendants charged models excessive commission rates, accepted unauthorized and undisclosed referral fees from talent and TV/Commercial agencies to whom they referred models, billed models for false or unauthorized charges, including advertising materials and other services intended to help them obtain employment, and engaged in other conduct in violation of New York General Business Law and their fiduciary duties to plaintiffs.

Defendants deny that they violated any duties or laws.

### 3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of all people with similar claims. All of these people are a "class" or "class members". One court resolves the issues for all Class Members, except for those who exclude themselves from the class. New York Supreme Court Justice Charles E. Ramos is in charge of this class action. The Court determined that, for purposes of these settlements, this action should proceed as a class action on behalf of all models who had a written or oral contract with one or more of the defendants identified above during the specified dates.

### 4. Why is there a settlement?

The Court did not decide in favor of plaintiffs or defendants. Instead, the plaintiffs and the Settling Defendants agreed to settle the case. That way, the parties avoid the cost of trial and the people asserting claims receive a payment. The class representatives and the attorneys think the settlements are best for all Class Members.

## WHO IS IN THE SETTLEMENTS

To see if you will get money from these settlements, you first have to decide if you are a Class Member.

### 5. How do I know if I am part of the settlements?

The Court, the plaintiffs and the Settling Defendants have decided that everyone who fits this description is a Class Member: ***All current or former models who had a written or oral contract with any of the following: Elite NY, Elite Model Management S.A. or Elite Group S.A. between January 1, 1977 and December 31, 2004, or with Ford Models, Inc., Wilhelmina Models, Inc., or Wilhelmina International, Ltd. between January 1, 1989 and December 31, 2004.***

### 6. Are there exceptions to being included?

Models who were not with one of the companies identified above during the specified time periods are not included in these settlements.

## THE SETTLEMENTS—WHAT YOU GET

### 7. What do the settlements provide?

The Settling Defendants have agreed to create a settlement fund totaling \$1,400,000 from which all Class Members who send in a timely and valid claim form shall be paid.

### 8. How much will my payment be?

All Class Members who file timely and valid Proofs of Claim shall be paid from the settlement fund (plus interest, less any amounts approved by the Court for payment of attorneys' fees, incentive payments to certain plaintiffs, reimbursement of litigation costs and expenses, and expenses incurred in administrating and distributing the claims).

Subject to approval by the Court, a person unaffiliated with either plaintiffs or defendants called a Special Master will determine the nature and types of claims to be compensated, including claims based on undisclosed charges, excessive commissions, and unauthorized payments. The Special Master will determine how the funds are to be distributed among each Class Member who files a valid and timely Proof of Claim. The Special Master will make his or her determination based on an evaluation of the claims, the corresponding standards of proof for each type of claim, any comments made by plaintiffs or defense counsel as to each claim, and what it believes to be a fair and equitable allocation among the claimants. The Special Master will submit the allocation proposal to the Court for approval. The parties will then distribute the amounts allocated by the Special Master as approved by the Court to each approved claimant.

Some of you may know about recent settlements in a separate, federal class action captioned *Fears v. Wilhelmina Model Agency, Inc.* (the "Fears Action"), No. 02 Civ. 4911, in the United States District Court for the Southern District of New York. The Class Members in the Fears Action include Class Members in this action who had a written or oral contract with Elite NY, Ford Models, Inc., Wilhelmina Models, Inc., or Wilhelmina International, Ltd. between June 25, 1998 and July 15, 2004. To the extent that you have submitted claims in the Fears Action and will or have already received compensation for payments of commissions above 10 percent as a member of the Fears Action settlements, you are not eligible to receive payments in the State Action for the same claims (*i.e.*, overpayment of commissions during the period between June 25, 1998 and July 15, 2004).

Settlement was also separately reached with Elite NY after it filed for bankruptcy, which means all claims against Elite NY in the Fears and State Action are dismissed. To the extent that you have submitted claims to the bankruptcy court and will or have already received compensation from Elite NY for payments of commissions above 10 percent during the period between June 25, 1998 and July 15, 2004, or for other claims covered by the settlement in the State Action, you are not eligible to receive payments in the State Action for the same claims during the same period.

Even if you have been or will be compensated from either the Fears or Elite NY settlements, however, you *can* receive additional payments in the State Action for claims that were *not* paid in full from the Fears or Elite NY settlements.

## HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

### 9. How can I get a payment?

If the Court grants final approval of the settlements, you will be entitled to share in the settlement fund, subject to the conditions set forth above, provided that you do not request exclusion from the class, and have returned a timely and valid Proof of Claim form. A Proof of Claim form is attached to this Notice. Read the instructions carefully, fill out the form, sign it and mail it postmarked no later than **June 1, 2006**.

**WARNING:** There are companies that may contact you and offer to file your claim form or provide information regarding the case in exchange for a portion of any amount that you may ultimately recover. You should **not** pay **any** of these companies for their assistance. All of the information you should need is contained in the package in which this notice was enclosed, or is available for free at [www.modelslitigation.com](http://www.modelslitigation.com).

If the materials available at the web site do not answer your questions, you should contact the Settlement Administrator or the class attorney identified below, who will answer your questions **free of charge**:

Settlement Administrator  
Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220  
1-800-528-7199

Class Counsel  
Andrew W. Hayes  
Hayes & Hardy LLP  
45 Rockefeller Plaza  
Suite 2000 #31  
New York, NY 10111-2000  
212-332-2840

## 10. Do I need to keep my records?

Yes. You should keep all records setting forth the commissions you paid pursuant to any oral or written contract with any of the defendants identified above between the specified dates. You should also keep all records pertaining to the amount of your gross bookings with talent and/or TV/Commercial agencies to whom you were referred by those defendants and payments made towards advertising and other ancillary services offered to you by those defendants between the specified dates. It is possible that you will be asked to provide support for your claimed commissions, the amount of your gross bookings, and payments for advertising and other ancillary services.

## 11. When would I get my payment?

The Court will hold a hearing on March 30, 2006 to decide whether to approve the settlements. If the Court approves the settlements, and there are no appeals, you may receive your settlement payment by the end of July 2006. The time frame for receipt of your payment may vary depending on the number of claims submitted and whether additional information will be required from you to process your claim.

## 12. What am I giving up to get a payment or to stay in the class?

If you do not exclude yourself, you remain in the Class. That means you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants and/or “Released Persons” with regard to “Released Claims,” which are defined below. Remaining in the Class also means that the Court’s orders will apply to you and legally bind you, regardless of whether you submit a Proof of Claim form.

The Settlement Agreement in this action contains the following provision identifying exactly the claims that you are releasing as part of the settlements:

“Released Claims” means any and all actions, claims, causes of action, whether known or unknown, suspected or unsuspected, contingent or non-contingent, class, individual, or direct in nature, in law or in equity, based on state, local, federal, statutory or common law or any other law, rule or regulation, seeking compensatory, punitive or equitable relief, multiple damages or attorneys fees, based on events or actions occurring prior to or on the Effective Date which any of the Releasers ever had, now have, or hereafter may have against the Settling Defendants and/or any of the Released Persons, by reason of, based upon, arising out of or in connection with, directly or indirectly, the Related Party Claims, or any allegation, cause of action, or fact alleged or set forth in the State Action or in the *Fears* Action, *except that* nothing in this Agreement shall be read to act as a release or compromise of:

(1) any individual, non-class claim or dispute between any Class Member and the Settling Defendants or any Released Person raised in any forum other than the Courts in the State and *Fears* Actions, including claims raised informally (*e.g.* by written complaint letter);

(2) any individual, non-class claim of any Class Member (other than a Representative Plaintiff) relating to or arising from the particular facts and circumstances of that Class Member’s dealings with the Settling Defendants or any Released Persons, and which does not arise, directly or indirectly, out of matters alleged or set forth in the complaints or any other pleading in the State Action or in the *Fears* Action; and/or

(3) any claim that has been, or may in the future be, asserted on behalf of any Representative Plaintiff or any Class Member against any person or entity (other than the Settling Defendants and the Released Persons) who may have violated New York State law or the federal antitrust laws based on the conduct and facts alleged in the complaints in the State or *Fears* Actions.

The releases and Released Claims contained and referenced herein do not include or cover any ongoing obligations or claims (unrelated to the claims asserted in the State Action or the *Fears* Action) under any agreement, whether written or oral, that any Class Member has or has had with the Settling Defendants or any other Released Person, and do not abrogate, modify or in any way affect any such agreement, whether written or oral, except as otherwise modified by this Agreement.

Releasers may hereafter discover facts in addition to or different from those which the Representative Plaintiffs or Class Members now know or believe to be true with respect to the subject matter of the Released Claims, but it is the intention of the parties hereto, that each Releaser upon the Effective Date shall be deemed to have fully, finally and forever settled and released any and all Released Claims respecting the Settling Defendants and all Released Persons, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed, and without regard to the subsequent discovery or existence of different or additional facts, subject only to the exceptions noted above.

With respect to any and all Released Claims, the parties to this Agreement agree that upon the Effective Date, Releasees shall (subject only to the exceptions noted above) be deemed to have waived as to the Settling Defendants and all Released Persons, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which provides:

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 debtor.

The “Related Party Claims” referred to in the Settlement Agreement refer to certain bankruptcy claims that were dismissed after Elite NY filed for bankruptcy and agreed to settle all claims against it in the *Fears* and State Actions.

The Settlement Agreement identifies persons and entities that are parties to the release, which includes persons and entities other than the Settling Defendants:

“Released Persons” means the Settling Defendants as well as all present and former directors and officers of Elite NY and Elite S.A., acting in their capacities as such, including without limitation Gerald Marie, Alain Kitzler, John Casablancas, Monique Pillard, Mary Ann D’Angelico, Edward Curtin, Hans Bertschmann, Christian Larpin, Gaston Baudet and Marcos Esteve.

Also included as Released Persons are Ford Models, Inc., Marion Smith and Joseph Hunter (in their capacity as directors, officers, employees or owners of Ford Models), Gerard W. Ford, Eileen Ford, Mary Katherine Ford, Wilhelmina Models, Inc., Wilhelmina International, Ltd., Dieter Esch, Ana-Gaby Esch, Natasha Esch, Marilyn Model Management, Inc. d/b/a Marilyn Agency, Marilyn Gauthier, Chantal Gauthier, Robert Kreuzler, Creation Management LLC, Brad Krassner, Krassner Family Investments Limited Partnership (sued here as The Krassner Family Foundation), Lorex AG, 1 Model Management, Scott Lipps, and Douglas Asch.

### EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don’t want a payment from these settlements, but you want to keep the right to sue or continue to sue defendants, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, or is sometimes referred to as “opting out” of the settlement class.

#### 13. How do I get out of the settlements?

To exclude yourself from the settlements, you must send a signed letter, postage prepaid, by mail saying that you wish to be excluded from *Shelton v. Elite Model Management Corp.* You must clearly state your name and address and that you wish to be excluded. You need not state your reason. You must mail your signed exclusion request to be received by no later than **March 29, 2006** to:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment and you cannot object to the settlements. You will not be legally bound by anything that happens in this lawsuit. Your rights in this litigation will not be represented by Class Counsel. You may be able to sue (or continue to sue) defendants in the future.

Those of you who are also part of the class in the *Fears* Action have already received notice and a chance to opt-out of the settlements in that case. Opting out of the *Fears* settlements does not exclude you from the present State Action settlements. Therefore, to exclude yourself from these settlements, you must opt-out separately.

#### 14. If I do not exclude myself from the class, can I sue defendants for the same thing later?

No. Unless you exclude yourself, you are giving up any rights to sue the Settling Defendants and Released Persons for the claims that these settlements resolve, which are identified in the Settlement Agreement.

#### 15. If I exclude myself from the class, can I get money from these settlements?

No. If you exclude yourself from the Class, do not send in a Proof of Claim to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against defendants.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The law firm identified below represents you and other Class Members:

Andrew W. Hayes  
Hayes & Hardy LLP  
45 Rockefeller Plaza  
Suite 2000 #31  
New York, NY 10111-2000

These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you want to be represented by your own counsel, you must advise the Court of your request and send a copy of your request to Class Counsel.

### 17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees representing the greater of the fair market value of the total amount of time that Class Counsel have invested in preparing, litigating, and settling this class action, considering the risks that were entailed in bringing this class action, or 35% of the Settlement Fund.

Class Counsel will also ask the Court for reimbursement of the out-of-pocket litigation costs and expenses (including the fees of the claims administrator), in an amount estimated not to exceed \$500,000, and for a payment of incentive awards (up to \$25,000) to the six Representative Plaintiffs who participated in the case.

The amounts to be awarded as attorneys fees, reimbursement of expenses, and plaintiffs' incentive awards will be set by the Court. Class Counsel will submit motions and petitions for this purpose which will be available at [www.modelslitigation.com](http://www.modelslitigation.com).

## OBJECTING TO THE SETTLEMENTS OR THE ATTORNEYS' FEES OR THE AWARDS TO INDIVIDUAL PLAINTIFFS

### 18. How do I tell the Court that I don't approve of the settlements?

If you're a Class Member, you can object to the settlements if you do not approve of them. You can give reasons why the Court should not approve them. The Court will consider your views.

The Court will hold a fairness hearing at 10:00 a.m. on March 30, 2006 at the Supreme Court, 60 Centre Street, New York, NY 10007, in Part 53, Courtroom 238. You may state the reasons why you object to the settlements at that hearing. You do not need to notify Class Counsel or file written objections prior to the hearing in order to present your objections at the hearing. You may also object in writing by sending a Statement of Objection setting forth the basis for your objection with the Clerk of the Court to be received by no later than March 29, 2006, and send a copy of your Statement of Objection by first class United States mail, postage prepaid, to be received by no later than March 29, 2006, to the following address:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta, LLP  
P.O. Box 220  
Philadelphia, PA 19105-0220

Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlements.

### 19. What's the difference between objecting and excluding?

Objecting is simply telling the court that you don't like something about the settlements or the attorneys' fees or expenses, or the incentive payments to the Representative Plaintiffs. You can object only if you stay in the class. Excluding yourself is telling the Court that you don't want to be part of the class. If you exclude yourself now, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlements. You may attend and you may ask to speak, but you do not have to.

## 20. When and where will the court decide whether to approve the settlements?

The Court will hold a fairness hearing at 10:00 a.m. on March 30, 2006 at the Supreme Court, 60 Centre Street, New York, NY 10007, in Part 53, Courtroom 238. At this hearing the Court will consider whether the settlements are fair, reasonable, and adequate. The Court will also consider Class Counsel's requests for attorneys' fees, expenses and incentive payments for certain Representative Plaintiffs. If there are objections, the Court will consider them. The Court will listen to any Class Members who have asked to be heard at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlements. We do not know how long these decisions will take.

## 21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have concerning the settlements. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## 22. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your "notice of intention to appear in *Shelton v. Elite Model Management Corp.*" Be sure to include your name, address, telephone number and your signature. Your notice of intention to appear must be filed with the Clerk of the Court on or before March 29, 2006, and a copy should be sent by first class United States mail, postage prepaid, to be received by no later than March 29, 2006, to the following address:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

## IF YOU DO NOTHING

## 23. What happens if I do nothing at all?

If you do not submit a valid and timely Proof of Claim form, you will get nothing from these settlements. But if you do submit a valid and timely Proof of Claim form, you will be paid in accordance with the settlements, assuming it is approved by the Court.

## GETTING MORE INFORMATION

## 24. Are there more details about the settlements?

This notice summarizes the proposed settlements. More details are in the Settlement Agreement. The Agreement is available on-line at [www.modelslitigation.com](http://www.modelslitigation.com), and is on file with the Clerk of the Court.

## 25. How do I get more information?

If you would like more information about the settlements, please write to the Settlement Administrator at:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

You may also call the Settlement Administrator at 1-800-528-7199.

**PLEASE DO NOT ATTEMPT TO CONTACT JUSTICE RAMOS OR THE CLERK OF THE COURT.**

Dated: February 22, 2006

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**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

ANGELA SHELTON, <i>et al.</i> ,	X	
	:	
<i>Plaintiffs,</i>	:	
<i>v.</i>	:	Index No. 601076/2003
ELITE MODEL MANAGEMENT CORP., <i>et al.</i> ,	:	(Justice Charles E. Ramos)
	:	
<i>Defendants.</i>	:	
	X	

**PROOF OF CLAIM**

**PLEASE READ THIS ENTIRE FORM CAREFULLY**

**YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM, POSTMARKED OR RECEIVED ON OR BEFORE  
JUNE 1, 2006, TO BE ELIGIBLE TO SHARE IN THE DISTRIBUTION OF THE SETTLEMENT FUND.**

**I. GENERAL INSTRUCTIONS**

A. To be eligible to receive any money from the settlement fund in *Shelton v. Elite Model Management Corp.*, Index No. 601076/2003, you must have had a written or oral contract during certain dates with one or more of the defendants listed in Section II below, and you must complete this Proof of Claim, sign it under penalty of perjury, and submit it in a properly addressed, postage prepaid envelope to the following address:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

You will not be eligible to receive any money from the settlement fund if you exclude yourself from the Class.

B. The complete and signed Proof of Claim must be postmarked or received on or before June 1, 2006. Failure to do so may cause your claim to be rejected and may bar you from receiving any distribution from the settlement fund. All Class Members who do not exclude themselves from the Class will be bound by the terms of the judgments entered in this action, regardless of whether they submit a Proof of Claim. **EVEN IF YOU DO NOT SUBMIT A PROOF OF CLAIM YOU WILL STILL BE BOUND BY ALL OF THE TERMS OF THE SETTLEMENTS, INCLUDING THE RELEASES AND THE DISMISSAL OF YOUR CLAIMS AGAINST THE SETTLING DEFENDANTS AND RELEASED PERSONS.**

Upon approval of the Settlement Agreement by the Court, the Settling Defendants and "Released Persons" shall be released from all "Released Claims," which are defined in Section II below. The Agreement also provides that you will be barred from filing or continuing an action against the Settling Defendants and Released Persons asserting any of the Released Claims.

C. Before completing and mailing this Proof of Claim, you should read and be familiar with the accompanying Notice, including the matters and terms defined therein.. By submitting this Proof of Claim, you acknowledge that you have read the Notice and are bound by its terms and conditions.

D. Keep a copy of your completed Proof of Claim for your records.

**II. DEFINITIONS**

A. The Class is defined as all models who had a written or oral contract with one of the following defendants at any time between the dates specified below:

**January 1, 1977 to December 31, 2004:**

Elite Model Management Corporation ("Elite NY")  
(a/k/a EMMC, Inc.)  
Elite Model Management S.A.  
Elite Group S.A.

**January 1, 1989 to December 31, 2004:**

Ford Models, Inc.  
Wilhelmina Models, Inc.  
Wilhelmina International, Ltd.

B. "Class Period" refers to the period from January 1, 1977 to December 31, 2004 for Elite NY, Elite Model Management S.A. and Elite Group S.A., and from January 1, 1989 to December 31, 2004 for Ford Models, Inc., Wilhelmina Models, Inc., and Wilhelmina International, Ltd.

C. "Settling Defendants" refers to Elite Model Management S.A. and Elite Group S.A. (together, "Elite S.A."), Alain Kittler and Gerald Marie. Additional "Released Persons" are identified below.

D. "*Fears Action*" refers to *Fears v. Wilhelmina Model Agency, Inc.*, No. 02 Civ. 4911, in the United States District Court for the Southern District of New York, which has been settled. The *Fears Action* involved claims that certain modeling agencies (which do not include Settling Defendants) violated federal antitrust laws by conspiring to set the commissions charged to models, causing plaintiffs to pay higher commissions than they would have paid absent the alleged conspiracy. The class in the *Fears Action* includes Class Members in this action who had a written or oral contract with Elite NY, Ford Models, Inc., Wilhelmina Models, Inc., and Wilhelmina International, Ltd. between June 25, 1998 and July 15, 2004.

E. "State Action" refers to the present action, *Shelton v. Elite Model Management Corp.*, Index No. 601076/2003.

F. "Related Party Claims" refers to claims that the Elite NY bankruptcy estate could have brought against Elite S.A., and which were released following settlement with Elite NY in the *Fears* and State Actions.

G. "Released Claims" means any and all actions, claims, causes of action, whether known or unknown, suspected or unsuspected, contingent or non-contingent, class, individual, or direct in nature, in law or in equity, based on state, local, federal, statutory or common law or any other law, rule or regulation, seeking compensatory, punitive or equitable relief, multiple damages or attorneys fees, based on events or actions occurring prior to or on the Effective Date which any of the Releasers ever had, now have, or hereafter may have against the Settling Defendants and/or any of the Released Persons, by reason of, based upon, arising out of or in connection with, directly or indirectly, the Related Party Claims, or any allegation, cause of action, or fact alleged or set forth in the State Action or in the *Fears Action*, *except that* nothing in this Agreement shall be read to act as a release or compromise of:

(1) any individual, non-class claim or dispute between any Class Member and the Settling Defendants or any Released Person raised in any forum other than the Courts in the State and *Fears Actions*, including claims raised informally (*e.g.* by written complaint letter);

(2) any individual, non-class claim of any Class Member (other than a Representative Plaintiff) relating to or arising from the particular facts and circumstances of that Class Member's dealings with the Settling Defendants or any Released Persons, and which does not arise, directly or indirectly, out of matters alleged or set forth in the complaints or any other pleading in the State Action or in the *Fears Action*; and/or

(3) any claim that has been, or may in the future be, asserted on behalf of any Representative Plaintiff or any Class Member against any person or entity (other than the Settling Defendants and the Released Persons) who may have violated New York State law or the federal antitrust laws based on the conduct and facts alleged in the complaints in the State or *Fears Actions*.

The releases and Released Claims contained and referenced herein do not include or cover any ongoing obligations or claims (unrelated to the claims asserted in the State Action or the *Fears Action*) under any agreement, whether written or oral, that any Class Member has or has had with the Settling Defendants or any other Released Person, and do not abrogate, modify or in any way affect any such agreement, whether written or oral, except as otherwise modified by this Agreement.

Releasers may hereafter discover facts in addition to or different from those which the Representative Plaintiffs or Class Members now know or believe to be true with respect to the subject matter of the Released Claims, but it is the intention of the parties hereto, that each Releaser upon the Effective Date shall be deemed to have fully, finally and forever settled and released any and all Released Claims respecting the Settling Defendants and all Released Persons, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed, and without regard to the subsequent discovery or existence of different or additional facts, subject only to the exceptions noted above.

With respect to any and all Released Claims, the parties to this Agreement agree that upon the Effective Date, Releasers shall (subject only to the exceptions noted above) be deemed to have waived as to the Settling Defendants and all Released Persons, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which provides:

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 debtor.

H. "Released Persons" means the Settling Defendants as well as all present and former directors and officers of Elite NY and Elite S.A., acting in their capacities as such, including without limitation Gerald Marie, Alain Kittler, John Casablancas, Monique Pillard, Mary Ann D'Angelico, Edward Curtin, Hans Bertschmann, Christian Larpin, Gaston Baudet and Marcos Esteve. Released Persons also include Ford Models, Inc., Marion Smith and Joseph Hunter (in their capacity as directors, officers, employees or owners of Ford Models), Gerard W. Ford, Eileen Ford, Mary Katherine Ford, Wilhelmina Models, Inc., Wilhelmina International, Ltd., Dieter Esch, Ana-Gaby Esch, Natasha Esch, Marilyn Model Management, Inc. d/b/a Marilyn Agency, Marilyn Gauthier, Chantal Gauthier, Robert Kreisler, Creation Management LLC, Brad Krassner, Krassner Family Investments Limited Partnership (sued here as The Krassner Family Foundation), Lorex AG, 1 Model Management, Scott Lipps, and Douglas Asch.

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

ANGELA SHELTON, <i>et al.</i> ,	X	
	:	
<i>Plaintiffs,</i>	:	
	:	Index No. 601076/2003
<i>v.</i>	:	(Justice Charles E. Ramos)
ELITE MODEL MANAGEMENT CORP., <i>et al.</i> ,	:	
	:	
<i>Defendants.</i>	:	
	:	
	X	

**III. CLAIM FORM INSTRUCTIONS**

- A. Please type or neatly print all requested information. Failure to report all the requested payments or earnings during the relevant Class Period will reduce the amount of your claim.
- B. By signing below you are verifying: (1) that the information you have included is accurate, and (2) that you have documentation to support the claim you are making and agree to provide additional information to support your claim.
- C. Do not send supporting documentation with your Proof of Claim. However, your claim may be subject to review and verification. Consequently, you should keep copies of the documentation of your commissions, gross bookings and advertising and ancillary expenses in case verification of your claim is requested.

**PART 1: CLAIMANT INFORMATION**

Claimant's Name:

(If commissions were paid in a name other than the Claimant's name, please attach documentation and an explanation of your right to assert a claim with respect to those commissions.)

Address:

City:  State:  Zip Code:  -

Social Security Number:  -  -  Employer Identification Number:  -

(If you fail to include this tax information, your claim may not be paid)

-

Area Code Telephone No. (Day)

-

Area Code Telephone No. (Evening)

-

Area Code FAX Number

E-Mail Address

Check here if you are not a U.S. citizen.

Claimant's country of residence for tax purposes.

If your country of residence for tax purposes is not the United States, you must complete and submit the applicable Form W-8. These forms and instructions are available at [www.irs.gov](http://www.irs.gov) or through a link at [www.HRSclaimsadministration.com](http://www.HRSclaimsadministration.com). These forms can be obtained by contacting the Models State Litigation Administrator, c/o Heffler, Radetich & Saitta L.L.P., P.O. Box 220, Philadelphia, PA 19105-0220.

**PART 2: SCHEDULE OF COMMISSIONS PAID TO DEFENDANTS**

If you are a member of the Class, you may be entitled to compensation for any commissions you paid in excess of 10% during the relevant Class Period to defendants Elite NY, Elite S.A., Ford Models, Inc., Wilhelmina Models, Inc., or Wilhelmina International, Ltd., as well as for advertising materials and other ancillary services offered to you by defendants during the same period. In addition, you may be entitled to compensation for any referral fees – the amounts of which you may or may not know about – that these companies obtained from talent and TV/Commercial agencies to whom they referred you.

In the charts below, you are asked to list certain information regarding your payments and earnings. Amounts should be rounded to the nearest dollar. You may attach additional sheets, if necessary, to provide the required information. If you do not have precise information, indicate the information you do have, the basis for that information, and attach additional sheets as necessary.

**A. Commissions**

List the total dollar amount of your commissions paid to any defendant and the commission rate (expressed as a percentage) during the relevant Class Period. If your commission rate changed during a calendar year, enter two sets of figures for that year, one for the period prior to the change, and one for the period after the change.

<b>Year</b>	<b>Defendant</b>	<b>Total Commissions Paid to Defendant</b>	<b>Commission Rate (%)</b>
1977			
1978			
1979			
1980			
1981			
1982			
1983			
1984			
1985			
1986			
1987			
1988			
1989			
1990			
1991			
1992			
1993			
1994			
1995			
1996			
1997			
1998			
1999			
2000			
2001			
2002			
2003			
2004			

I \_\_\_ have \_\_\_ have NOT filed a claim in the *Fears v. Wilhelmina* Action.

I \_\_\_ have \_\_\_ have NOT submitted a claim to the bankruptcy court Re: Elite NY.

**B. Payments for Advertising and Other Ancillary Services**

List the total dollar amount of payments you made towards advertising materials and other ancillary services offered to you by defendants (excluding personal charges) during the relevant Class Period.

<b>Year</b>	<b>Amount of Payment</b>	<b>Defendant</b>	<b>Type of Service(s)</b>
1977			
1978			
1979			
1980			
1981			
1982			
1983			
1984			
1985			
1986			
1987			
1988			
1989			
1990			
1991			
1992			
1993			
1994			
1995			
1996			
1997			
1998			
1999			
2000			
2001			
2002			
2003			
2004			

**C. Undisclosed Referral Fees Received by Modeling Agencies**

List in the chart below the total gross bookings you obtained with talent or TV/Commercial agencies to whom you were referred by Elite, Ford, or Wilhelmina during the relevant Class Period. You should exclude bookings with talent agencies that you obtained directly – *i.e.*, not by referral from Elite, Ford, or Wilhelmina.

Year	Gross Bookings from Talent, TV/Commercial Agencies		
	Amount of Gross Bookings	Talent, TV/Commercial Agency	Defendant that Made Referral
1977			
1978			
1979			
1980			
1981			
1982			
1983			
1984			
1985			
1986			
1987			
1988			
1989			
1990			
1991			
1992			
1993			
1994			
1995			
1996			
1997			
1998			
1999			
2000			
2001			
2002			
2003			
2004			

**IV. SUBMISSION TO JURISDICTION OF THE COURT**

By signing below, you are submitting to the jurisdiction of the Supreme Court of New York, New York County with respect to the claim you are making as a Class Member.

**V. CERTIFICATION AS TO BACKUP WITHHOLDING**

I certify that I am NOT subject to backup withholding under the provisions of § 3406(a)(1)(c) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word "NOT" in the certification above.

**VI. VERIFICATION**

I declare under penalty of perjury, under the laws of the United States, that the foregoing information provided by the undersigned is true and correct and that this Proof of Claim was executed this \_\_\_\_ day of \_\_\_\_\_, 2006, in

\_\_\_\_\_  
City/State/Country

\_\_\_\_\_  
(Sign Your Name Here)

\_\_\_\_\_  
(Type/Print Your Name Here)

If the person who signed this form is someone other than the claimant herself or himself, please print below the capacity of that person (e.g., guardian, executor), and provide documentation that reflects that person's authority to sign this form on behalf of the claimant.

\_\_\_\_\_  
(Capacity)

THIS PROOF OF CLAIM MUST BE POSTMARKED OR RECEIVED NO LATER THAN JUNE 1, 2006. THE PROOF OF CLAIM MUST BE SENT TO: Models State Litigation Settlement Administrator, c/o Heffler, Radetich & Saitta L.L.P., P.O. Box 220, Philadelphia, PA 19105-0220.

You should be aware that it will take time to process fully all of the Proof of Claim forms and to administer the settlement. This work will be completed as promptly as time permits, given the need to carefully evaluate each claim.

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.

**Reminder Checklist**

1. Please sign the Proof of Claim above.
2. Please be sure that all required information has been provided.
3. Do **not** send supporting documentation with your Proof of Claim. However, your claim may be subject to review and verification. Accordingly, you should maintain documentation supporting your claim while claims are being processed.
4. Keep a copy of the completed Proof of Claim form for your records.
5. If you desire an acknowledgment of receipt of your claim, please send it Certified Mail- Return Receipt Requested, or its equivalent.
6. If you move after submitting your claim, please send us your new address.
7. If you have any questions concerning this Proof of Claim or need additional copies, submit the request in writing to:

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

**You may also get a copy of this Proof of Claim, and other documents related to the case at [www.modelslitigation.com](http://www.modelslitigation.com).**

Models State Litigation Settlement Administrator  
c/o Heffler, Radetich & Saitta L.L.P.  
P.O. Box 220  
Philadelphia, PA 19105-0220

**FIRST-CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**