

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CAROLYN FEARS, <i>et al.</i> ,	X	
	:	
<i>Plaintiffs,</i>	:	
	:	
<i>v.</i>	:	02 Civ. 4911 (HB) (HBP)
WILHELMINA MODEL AGENCY, INC., <i>et al.</i> ,	:	
	:	
<i>Defendants.</i>	:	
	:	
	X	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you are a current or former model who has or had a written or oral contract with any one of the following defendants between June 25, 1998 and July 15, 2004, you could get a payment from a class action settlement.

Boss Models, Inc. Click Model Management, Inc. DNA Model Management, LLC Elite Model Management Corporation (“Elite”) Ford Models, Inc.	Images Management IMG Models, Inc. Next Management Co. Wilhelmina International, Ltd. Zoli Management, Inc.
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A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlements will provide a total of \$21,855,000 to pay claims from models who have or had a written or oral contract with one of the Settling Defendants identified below or Elite between June 25, 1998 and July 15, 2004. The settlements will not pay claims to models who exclude themselves or have excluded themselves from the class.
- The “Settling Defendants” for the purposes of this notice are Boss Models, Inc., Click Model Management, Inc., DNA Model Management, LLC, Gerard Ford, Ford Models, Inc., Images Management, IMG Models, Inc., IMG Worldwide, Inc., Next Management Co., Wilhelmina International Ltd. and Zoli Management, Inc.
- The settlements resolve a lawsuit over whether defendants and others committed antitrust violations by charging excessive commissions to models, and whether Settling Defendants and others violated certain New York state laws in the course of their dealings with models.
- Your rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	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. However, this option is available to you only if you first entered into a contract with any of the Defendants after October 2, 2003. If you first entered into a contract with any of the Defendants on or before that date, you have already had an opportunity to exclude yourself.
OBJECT	Write to the Court about why you don’t like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	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 or have had a written or oral contract with one of the following companies between June 25, 1998 and July 15, 2004:

Boss Models, Inc.
Click Model Management, Inc.
DNA Model Management, LLC
Elite Model Management Corporation
Ford Models, Inc.

Images Management
IMG Models, Inc.
Next Management Co.
Wilhelmina International, Ltd.
Zoli Management, Inc.

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 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 settlement allows 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 United States District Court for the Southern District of New York, and this case is known as *Fears v. Wilhelmina Model Agency, Inc.*, No. 02 Civ. 4911. 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 claim that the Defendants violated federal antitrust laws by conspiring to set the commissions charged to models. Plaintiffs claim that, as a result of the alleged unlawful conspiracy, they and those like them paid higher commissions than they would have paid absent the alleged conspiracy. Plaintiffs also claim that the Defendants violated certain provisions of the New York General Business Law, and breached a fiduciary duty to models.

Defendants deny that they violated the antitrust laws or any state 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. U.S. District Judge Harold Baer, Jr. is in charge of this class action. The Court determined that this action should proceed as a class action on behalf of all models who have or have had a written or oral contract with one or more of the Defendants identified above between June 25, 1998 and July 15, 2003, the date of the Court’s decision as to the class certification issue. The Plaintiffs and Settling Defendants agreed that models who entered into written or oral contracts with one of the Settling Defendants or Elite between July 15, 2003 and July 15, 2004 should be included in the class as well.

4. Why are there settlements?

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 SETTLEMENT

To see if you will get money from the 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 have or had written or oral contracts with any of the defendants identified above between June 25, 1998 and July 15, 2004.*

6. Are there exceptions to being included?

Contracts that were or are not with one of the Defendants identified above are not included in these settlements.

7. What do the settlements provide?

Defendants have agreed to create a settlement fund totaling \$21,855,000, from which all Class Members who send in a timely and valid claim form shall be paid.

In addition, for a period of ten (10) years from the date the Court enters the Final Judgment Order for that Settling Defendant, each of the Settling Defendants:

- (a) will not join any model managers' or model agencies' trade association in the United States;
- (b) will not enter into any agreement or understanding concerning models' commissions with any other agency or model manager, or communicate their or its pricing to any other model manager or agency, except (1) where reasonably necessary because of a normal business transaction, including but not limited to those involving a model booking through two or more agencies, or negotiating or implementing mother agency or scouting agreements; (2) in connection with a claim or lawsuit by or against another agency or model manager; (3) as may be reasonably necessary in connection with a proposed acquisition, merger, divestiture, sale or business combination involving a Settling Defendant (in which case information regarding such Settling Defendant's commissions and pricing may be disclosed to owners, officers, employees and representatives of such other model manager or agency subject to a confidentiality agreement limiting the use of such information to matters related to the proposed transaction); or (4) as may be required by an order issued by a court or arbitrator or in response to a request by a governmental or quasi-governmental body;
- (c) will disclose to any and all of Settling Defendant's models all compensation received by it on all bookings made for that model, including but not limited to, the service charge(s), mother agent fee(s), the gross fee received for the booking, and any other charge(s) or deduction(s) from the model's compensation;
- (d) will implement and utilize contracts between the Settling Defendant and its models ("Model Contracts"), to the extent such Settling Defendant uses Model Contracts, that provide in clear language: their term or duration; full disclosure of all relevant compensation terms and practices; describe the management services that are available to the model pursuant to the contract; and do not automatically renew for a full term. In the event that written contracts are not used, the Settling Defendant shall nevertheless be obligated to comply with the substance of this paragraph, and shall make the appropriate disclosures at the time the commission rate and other terms are negotiated with the model;
- (e) will include in its contracts with models an initial alternative dispute resolution procedure of non-binding mediation, to try to resolve disputes regarding the interpretation of, or the parties' obligations under, the contracts, with the fees of the mediator paid by the Settling Defendant up to \$1,000, with any fees in excess of that amount to be shared equally by the parties, and with both parties paying their own attorneys' fees and costs, provided that nothing shall limit the ability of the parties to include additional dispute resolution procedures in those contracts; other traditional remedies are not obviated by this provision;
- (f) during the negotiation of any oral Model Contract or written Model Contract (as that term is defined in subparagraph B.7(d)), will advise its models that the percentage commission charged the models on bookings for them (as a contractual term) is a negotiable term; and
- (g) will not sponsor trade shows or conventions where prospective models are charged fees to apply to become a model or to audition for modeling jobs, and will not participate in such shows or conventions where Settling Defendant receives such fees directly or indirectly from models or prospective models with respect to such shows or conventions; provided that the Settling Defendant may receive from the sponsor of any such show or convention, reimbursement of expenses for travel, lodging, meals, taxicabs and like items, and the same shall not be deemed to be the receipt of "fees directly or indirectly from models or prospective models..."

Settling Defendants' agreement to these provisions does not constitute an admission by Settling Defendants that their business practices did not and do not already conform with those provisions. The foregoing injunctive/equitable relief shall not apply to IMG Worldwide Inc.

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 and reimbursement of litigation costs and expenses). The settlement funds will be distributed "pro rata" or in proportion to each Class Member's commissions paid to the Settling Defendants in excess of 10 percent, compared to the commissions paid over 10 percent by all other Class Members who file timely and valid Proofs of Claim.

9. What if I have already excluded myself from the class?

The Court previously directed that a Notice of Pendency be sent to Class Members. That Notice specified that you had the option to exclude yourself from the Class if you chose to do so, following the steps specified by the Court. If you previously excluded yourself from the Class, you will not receive any payment from the settlement fund.

HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

10. 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, or did not previously 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 **January 6, 2005**.

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.

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

Claims Administrator

Heffler, Radetich & Saitta L.L.P.
(800) 528-7199

11. Do I need to retain my records?

Yes. You must retain all records setting forth the commissions you paid pursuant to any oral or written contract with any of the Defendants identified above between June 25, 1998 and July 15, 2004, because you may be required to provide support for your claimed commissions.

12. When would I get my payment?

The Court will hold a hearing on December 20, 2004 to decide whether to approve the settlements. If the Court approves the settlements, and there are no appeals, you should receive your settlement payment in 2005.

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

If you do not exclude yourself, or did not previously 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) including the legal issues in this case, which include issues other than antitrust issues, that are identified in the Settlement Agreement. It 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 contains the following provision identifying exactly the claims that you are releasing as part of the settlements:

"Released Claims" means, as to each Settling Defendant and Released Person, any and all manner of actions, claims, causes of action, allegations or rights whatsoever, whether known or unknown, whether suspected or unsuspected, whether contingent or non-contingent, whether class, individual, or direct in nature, whether in law or in equity, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether seeking compensatory, punitive or equitable relief, multiple damages or attorneys fees, whether based on events or actions occurring prior to or on the Effective Date for such Settling Defendant (as defined above), including currently pending claims in any bankruptcy proceeding, which any of the Releasers ever had, now have, or hereafter may have against such Settling Defendant, and/or any of the Released Persons, by reason of, based upon, arising out of or in connection with, directly or indirectly, any allegation, cause of action, fact, occurrence, matter, representation, transaction, or omission referred to, involved with, alleged or set forth in the complaints or any other pleading in the Action, or in the State Action, whether known or unknown to the Representative Plaintiffs, Class Members, Released Persons or any other party to this Agreement, except that nothing in

this Agreement shall be read to act as a compromise of: (1) any claim Representative Plaintiffs or any Class Member have asserted, or may assert in the future, against any non-Settling Defendant(s), or against any person (other than Settling Defendants and the other Released Persons) who may have violated the federal antitrust laws based on the conduct and facts alleged in such complaints; (2) any currently pending individual, non-class claim or dispute between any Class Member and any Settling Defendant or other Released Person raised in any forum other than this Action or the State Action; and/or (3) 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 one or more Settling Defendants or other 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 Action, or in the State Action. "Released Claims" also includes any and all claims, demands, or causes of action relating to the initiation, prosecution or defense of the Action or the State Action, and includes any right to appeal from the decisions of the Court dated January 17, 2003, April 29, 2003 and March 23, 2004, relating to the motions to dismiss and motions for summary judgment and any claims based upon or relating in any way to any of the Settling Defendants' membership, association or participation in any trade association, including without limitation International Model Managers Association and Model Management Corporation. 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 this Action or the State Action) under any agreement, whether written or oral, that any Class Member has or has had with any Settling Defendant, and do not abrogate, modify or in any way affect any such agreement, whether written or oral, except as otherwise modified by this Agreement.

Releasors 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 Releasor upon the Effective Date for each Settling Defendant shall be deemed to have fully, finally and forever settled and released any and all Released Claims respecting such Settling Defendant and all other 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.

With respect to any and all Released Claims, the parties to this Agreement agree that, upon the Effective Date for each Settling Defendant, Releasors shall be deemed to have, and by operation of the Final Judgment Order applicable to that Settling Defendant, shall have, waived as to that Settling Defendant, and all other 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 Settlement Agreement contains the following provision identifying persons and entities that are parties to the release, which includes persons and entities other than the Settling Defendants:

"Released Persons" means Settling Defendants as well as their present and former parents, subsidiaries, partners, affiliates, divisions, and joint ventures, and the present and former officers, directors, partners, shareholders, members, attorneys, agents, representatives, employees, insurers (whose identity has been disclosed to Representative Plaintiffs, and whose insurance policies have been made available to Representative Plaintiffs for inspection), excess insurers (subject to the same limitation), trustees, advisors, investment advisors, escrowees, auditors, accountants, spouses and immediate family members of the Settling Defendants and their present and former parents, subsidiaries, partners, affiliates, divisions, and joint ventures, and the predecessors, heirs, successors, and assigns of any of them, any Person or entity in which any Released Person has or had a controlling interest, and any trust of which any Settling Defendant is the settlor or which is for the benefit of any Settling Defendant. The "Released Persons" also include the heirs and distributees of the Will of Mark H. McCormack, International Merchandising Corporation, Marilyn Model Management Inc. d/b/a Marilyn Agency, Marilyn Gauthier, and Chantal Gauthier. Provided, however, that nothing in this paragraph or elsewhere in this Agreement should be construed so as to include any release of non-Settling Defendant Elite Model Management, Inc., or any of its current or former officers, directors and employees acting or purporting to act in their capacity as such.

The Settlement Agreement also provides that you will be barred from filing an action against the Settling Defendants, the Released Persons, International Model Managers Association ("IMMA") and/or Model Management Corporation ("MMC") asserting any of the Released Claims, except that you may file such an action against IMMA and/or MMC if you are made a party in an action prosecuted by IMMA and/or MMC.

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.

14. How do I get out of the settlements?

You may exclude yourself *only* if you first entered into a contract with any of the Defendants after October 2, 2003. If you first entered into a contract with any of the Defendants on or before that date, you have already had an opportunity to exclude yourself. To exclude yourself from the settlements, you must send a signed letter, postage prepaid, by mail saying that you wish to be excluded from *Fears v. Wilhelmina Model Agency, Inc.* 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 postmarked no later than **December 6, 2004** to:

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

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.

15. If I do not or did not exclude myself from the class, can I sue defendants for the same thing later?

No. Unless you exclude or excluded yourself, you are giving up or gave up any rights to sue the Settling Defendants, Released Persons, IMMA and MMC for the claims that these settlements resolve, which include claims other than antitrust claims, and which are identified in the Settlement Agreement.

16. If I exclude myself or excluded myself from the class, can I get money from these settlements?

No. If you exclude yourself or excluded 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

17. Do I have a lawyer in this case?

The law firms identified below represent you and other Class Members:

Andrew W. Hayes
Boies, Schiller & Flexner LLP
333 Main Street
Armonk, NY 10504

Merrill G. Davidoff
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103

Anthony J. Bolognese
Bolognese & Associates, LLC
One Penn Center
1617 JFK Boulevard, Suite 650
Philadelphia, PA 19103

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.

18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees representing a maximum of 33 percent of the "net settlement fund," which for the purposes of this Notice shall be the total settlement fund identified above, less Class Counsel's out-of-pocket litigation costs and expenses, which shall include the fees of the Claims Administrator.

Class Counsel will also ask the Court for reimbursement of those out-of-pocket litigation costs and expenses, in an amount estimated not to exceed \$1.6 million, and a payment of incentive awards to nine representative plaintiffs who participated in the case of no more than \$25,000 each.

The amounts to be awarded as attorneys' fees, reimbursement of expenses, and representative plaintiffs' incentive awards, will be set by the Court. Class Counsel will submit motions and petitions for that purpose no later than December 10, 2004. Those motions and petitions and all supporting papers will be available at www.modelslitigation.com shortly thereafter.

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

19. 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. To object, you must file your Statement of Objection setting forth the basis for your objection with the Clerk of the Court by no later than December 6, 2004, and send a copy of your Statement of Objection by first class United States mail, postage prepaid, and postmarked by no later than December 6, 2004, to the following address:

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlements. The Court will hold a fairness hearing at 10:00 a.m. on Monday, December 20, 2004 at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY, in Courtroom 23B. You may state the reasons you object to the settlements at that hearing.

20. 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 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 have excluded yourself or 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.

21. 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 Monday, December 20, 2004 at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY, in Courtroom 23B. 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.

22. 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.

23. 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 *Fears v. Wilhelmina Model Agency, Inc.*" 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 December 6, 2004, and sent by first class United States mail, postage prepaid and postmarked no later than December 6, 2004, to the following address:

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

IF YOU DO NOTHING

24. 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 they are approved by the Court.

GETTING MORE INFORMATION

25. 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, and is on file with the Clerk of Court.

26. How do I get more information?

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

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

You may also call the Claims Administrator at 1 (800) 528-7199.

PLEASE DO NOT ATTEMPT TO CONTACT JUDGE BAER OR THE CLERK OF THE COURT.

Dated: October 22, 2004

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CAROLYN FEARS, <i>et al.</i> ,	X	
	:	
	<i>Plaintiffs,</i>	
	:	
<i>v.</i>	:	02 Civ. 4911 (HB) (HBP)
WILHELMINA MODEL AGENCY, INC.,	:	
<i>et al.</i> ,	:	
	<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
JANUARY 6, 2005 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 *Fears v. Wilhelmina Model Agency, Inc.*, No. 02 Civ. 4911, you must have or have had a written or oral contract with one or more of the Defendants listed below between June 25, 1998 and July 15, 2004, and you must complete this Proof of Claim, sign it under penalty of perjury, and submit it on time in a properly addressed, postage prepaid envelope to the following address:

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

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

B. The complete and signed Proof of Claim must be postmarked or received on or before January 6, 2005. 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 have not excluded themselves or 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 final 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 Settlement Agreement also provides that you will be barred from filing an action against the Settling Defendants, the Released Persons, International Model Managers Association ("IMMA") and/or Model Management Corporation ("MMC") asserting any of the Released Claims, except that you may file such an action against IMMA and/or MMC if you are made a party in an action prosecuted by IMMA and/or MMC.

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 have or had a written or oral contract with one of the following Defendants between June 25, 1998 and July 15, 2004:

Boss Models, Inc.
Click Model Management, Inc.
DNA Model Management, LLC
Elite Model Management Corporation
Ford Models, Inc.
Images Management
IMG Models, Inc.
Next Management Co.
Wilhelmina International, Ltd.
Zoli Management, Inc.

B. "Class Period" refers to the period from June 25, 1998 through July 15, 2004.

C. "Settling Defendants" refers to: (i) Boss Models, Inc.; (ii) Click Model Management, Inc.; (iii) DNA Model Management, LLC; (iv) Ford Models, Inc.; (v) Gerard Ford; (vi) Images Management; (vii) IMG Models, Inc.; (viii) IMG Worldwide, Inc.; (ix) Next Management Co.; (x) Wilhelmina International Ltd.; and (xi) Zoli Management, Inc.

D. "Released Claims" means, as to each Settling Defendant and Released Person, any and all manner of actions, claims, causes of action, allegations or rights whatsoever, whether known or unknown, whether suspected or unsuspected, whether contingent or non-contingent, whether class, individual, or direct in nature, whether in law or in equity, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether seeking compensatory, punitive or equitable relief, multiple damages or attorneys fees, whether based on events or actions occurring prior to or on the Effective Date for such Settling Defendant (as defined above), including currently pending claims in any bankruptcy proceeding, which any of the Releasers ever had, now have, or hereafter may have against such Settling Defendant, and/or any of the Released Persons, by reason of, based upon, arising out of or in connection with, directly or indirectly, any allegation, cause of action, fact, occurrence, matter, representation, transaction, or omission referred to, involved with, alleged or set forth in the complaints or any other pleading in the Action, or in the State Action, whether known or unknown to the Representative Plaintiffs, Class Members, Released Persons or any other party to this Agreement, except that nothing in this Agreement shall be read to act as a compromise of: (1) any claim Representative Plaintiffs or any Class Member have asserted, or may assert in the future, against any non-Settling Defendant(s), or against any person (other than Settling Defendants and the other Released Persons) who may have violated the federal antitrust laws based on the conduct and facts alleged in such complaints; (2) any currently pending individual, non-class claim or dispute between any Class Member and any Settling Defendant or other Released Person raised in any forum other than this Action or the State Action; and/or (3) 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 one or more Settling Defendants or other 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 Action, or in the State Action. "Released Claims" also includes any and all claims, demands, or causes of action relating to the initiation, prosecution or defense of the Action or the State Action, and includes any right to appeal from the decisions of the Court dated January 17, 2003, April 29, 2003 and March 23, 2004, relating to the motions to dismiss and motions for summary judgment and any claims based upon or relating in any way to any of the Settling Defendants' membership, association or participation in any trade association, including without limitation International Model Managers Association and Model Management Corporation. 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 this Action or the State Action) under any agreement, whether written or oral, that any Class Member has or has had with any Settling Defendant, 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 for each Settling Defendant shall be deemed to have fully, finally and forever settled and released any and all Released Claims respecting such Settling Defendant and all other 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.

With respect to any and all Released Claims, the parties to this Agreement agree that, upon the Effective Date for each Settling Defendant, Releasers shall be deemed to have, and by operation of the Final Judgment Order applicable to that Settling Defendant, shall have, waived as to that Settling Defendant, and all other 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.

E. "Released Persons" means Settling Defendants as well as their present and former parents, subsidiaries, partners, affiliates, divisions, and joint ventures, and the present and former officers, directors, partners, shareholders, members, attorneys, agents, representatives, employees, insurers (whose identity has been disclosed to Representative Plaintiffs, and whose insurance policies have been made available to Representative Plaintiffs for inspection), excess insurers (subject to the same limitation), trustees, advisors, investment advisors, escrowees, auditors, accountants, spouses and immediate family members of the Settling Defendants and their present and former parents, subsidiaries, partners, affiliates, divisions, and joint ventures, and the predecessors, heirs, successors, and assigns of any of them, any Person or entity in which any Released Person has or had a controlling interest, and any trust of which any Settling Defendant is the settlor or which is for the benefit of any Settling Defendant. The "Released Persons" also include the heirs and distributees of the Will of Mark H. McCormack, International Merchandising Corporation, Marilyn Model Management Inc. d/b/a Marilyn Agency, Marilyn Gauthier, and Chantal Gauthier. Provided, however, that nothing in this paragraph or elsewhere in this Agreement should be construed so as to include any release of non-Settling Defendant Elite Model Management, Inc., or any of its current or former officers, directors and employees acting or purporting to act in their capacity as such.

III. CLAIM FORM INSTRUCTIONS

A. Please type or neatly print all requested information. Failure to report all commissions paid during the 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 in case verification of your claim is requested.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CAROLYN FEARS, <i>et al.</i> ,	X	
	:	
<i>Plaintiffs,</i>	:	
	:	
<i>v.</i>	:	02 Civ. 4911 (HB) (HBP)
WILHELMINA MODEL AGENCY, INC.,	:	
<i>et al.</i> ,	:	
	:	
<i>Defendants.</i>	:	
	X	

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.)

Mailing Address:

Mailing Address:

City:

 State:

 Zip Code:

 -

Social Security 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 or through a link at www.HRSclaimsadministration.com. These forms can also be obtained by contacting the Claims Administrator at P.O. Box 320, Philadelphia, PA 19105-0320.

PART 2: SCHEDULE OF COMMISSIONS PAID TO DEFENDANTS

If you are a member of the Class, for each year during the Class Period, list the total dollar amount of your commissions paid to any Defendant, and the commission rate (expressed as a percentage). 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. Only commissions paid in excess of 10 percent to a Defendant during the period between June 25, 1998 and July 15, 2004 qualify. Amounts should be rounded to the nearest dollar. You may attach additional sheets, if necessary, to provide the required information.

YEAR	TOTAL COMMISSIONS PAID (\$)	COMMISSION RATE (%)	DEFENDANT(S) TO WHOM COMMISSIONS WERE PAID
6/25/98 - 12/31/98			
1/1/99 - 12/31/99			
1/1/00 - 12/31/00			
1/1/01 - 12/31/01			
1/1/02 - 12/31/02			
1/1/03 - 12/31/03			
1/1/04 -7/15/04			

IV. SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you are submitting to the jurisdiction of the United States District Court for the Southern District of New York 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 _____, 200__, 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 JANUARY 6, 2005. THE PROOF OF CLAIM MUST BE SENT TO:

MODELS ANTITRUST LITIGATION
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

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.

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

Reminder Checklist:

1. Please sign the Proof of Claim on page 13.
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 Antitrust Litigation
c/o Heffler, Radetich & Saitta, LLP
P.O. Box 320
Philadelphia, PA 19105-0320

You may also get a copy of this Proof of Claim, and other documents related to the case at www.modelslitigation.com.

Models Antitrust Litigation
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 320
Philadelphia, PA 19105-0320

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PLEASE FORWARD—IMPORTANT LEGAL NOTICE