

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

NOTICE OF PENDANCY OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU COVERED EVENTS AS A BRAND AMBASSADOR FOR FLAIR EVENT MODELS, INC. AND BIL-JAC FOODS IN THE STATE OF CALIFORNIA AS THOUGH YOU WERE AN INDEPENDENT CONTRACTOR FROM MARCH 2, 2012 TO AUGUST 22, 2017

You May Be Entitled To Benefits Under This Settlement.

Please Read This Notice Carefully, As It Affects Your Legal Rights.

*The United States District Court for the Central District of California, Western Division, authorized this notice.
This is not a solicitation from a lawyer.*

Your rights may be affected by the proposed settlement (“Settlement”) discussed in this court-authorized notice (“Notice”). This Notice is to inform you of the conditional certification of a settlement class, the nature of the claims at issue, your right to participate in, or exclude yourself from the settlement class, and the effect of exercising your various options.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING (PARTICIPATE IN THE SETTLEMENT)	If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement.
EXCLUDE YOURSELF	You will not be entitled to participate in the Settlement if you choose this option.
OBJECT OR COMMENT	Write to the Class Counsel about why you do, or do not, like the Settlement. You must remain in the class to comment in support of or in opposition to the Settlement.
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.

1. Why did the Court authorize issuance of this notice?

This Notice is given to inform you that: (1) a class action lawsuit is pending in the United States District Court for the Central District of California, Western Division, entitled *David Gardner v. Flair Event Models, Inc. and Bil-Jac Foods, Inc.* (Case No. CV 16-4371-GW(GJSx)); (2) you may be a Settlement Class Member; (3) the parties have proposed to settle the lawsuit; (4) the proposed Settlement may affect your legal rights; and (5) you have a number of options.

2. What is this Litigation about?

Plaintiff David Gardner (“Plaintiff”) alleges that individuals who worked as Brand Ambassadors for Flair Event Models, Inc. and Bil-Jac Foods, Inc. (“Defendants”) in the State of California were treated and paid as though they were independent contractors instead of regular W-2 employees and as a result are owed wages and reimbursement for business-related expenses.

Defendants refute Plaintiff’s factual and legal allegations and claim its policies are standard in the industry; that signed Contractor Agreements with the Brand Ambassadors show there was a valid contractual relationship between the Brand Ambassadors and the Flair Event Models, Inc.; dispute that Flair Event Models, Inc. and Bil-Jac Foods are joint employers of the class, and assert that Class treatment for trial purposes is improper. Defendants further deny that they violated any laws, or that they are liable to Plaintiff and/or any Class Member. Accordingly, neither this Notice nor the proposed Settlement reflects any admission by Defendants that their treatment of and payment to the individuals who performed as Brand Ambassadors for the Defendants violated the law.

3. How do I know if I am part of the Settlement Class?

The Court has conditionally certified the following “Class”:

“Class” means all persons who were currently or formerly paid by Defendants, FLAIR EVENT MODELS, INC. and BIL-JAC FOODS, INC. in the State of California as though they were independent contractors during the Settlement Period (defined as March 2, 2012 through August 22, 2017) (“Class Members”). It shall be an opt-out class.

4. Why did the parties agree to a Settlement?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after extensive negotiations, investigation of the claims alleged and the relevant facts, and independent consideration of the risks and benefits of settlement through the assistance of experienced mediators.

Counsel for Plaintiff and the Plaintiff have considered the substantial benefits from the Settlement that will be given to the Class Members and balanced these benefits with the risk that a trial could end in a verdict for Defendants. They also considered the value of the immediate benefit of settlement to Class Members versus the costs and delay of litigation through trial and appeals. Even if Plaintiff was successful in these efforts, Class Members would not receive any benefits for years.

5. What benefits does the Settlement provide?

If the proposed Settlement is approved by the Court, it will provide cash payments to the Class. In return for the relief described below, Class Members release their rights to pursue any claims individually against Defendant relating to the facts and claims at issue in this Litigation.

The following description of the settlement benefits is qualified in its entirety by reference to the Settlement Agreement, a copy of which is on file with the Court.

The parties have agreed to a settlement which is summarized as follows:

a) Award to the Class. Defendants shall pay an amount no more than a Gross Fund Value (GFV) of \$100,000 in settlement of this matter. The settlement will be on a common fund basis, there will be no claim form or claims process, and there will be no reversion to Defendants. All payments will be on a direct pay basis with any unclaimed amounts redistributed to the class. Class members, except those who opt out, will be paid their portion of the settlement, which will be considered 20% wages and 80% penalties and interest.

b) Statutory Fees. Plaintiff and Defendants waive any and all claims for fees, costs, indemnity or contribution against Plaintiff, any Class Member, Class counsel, Defendants or their counsel.

6. How do I Receive My Cash Benefit?

To receive the **Check Benefit under the Settlement, you do not need to do anything**. If you do not exclude yourself from the Settlement, you will receive your benefit in the mail as soon as practical after the Court grants Final Approval to the Settlement.

7. What claims do I release if I do not opt out of this settlement?

Class Members, except those who opt out, will release all claims, rights, demands, liabilities and causes of action against Defendants and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns, alleged in or arising from, or related to the same set of operative facts set forth in the operative complaint during the Settlement Period. The incentive payment to Plaintiff and any other payments herein are expressly contingent upon the execution of a release of all claims under Civil Code Section 1542 and any and all wage related claims, known or unknown, contingent or accrued.

8. Do I have a lawyer in the case?

The Court has appointed the following law firm(s) as Class Counsel:

Jacob N. Whitehead, SBN 266123
WHITEHEAD EMPLOYMENT LAW
15615 Alton Pkwy, Suite 175
Irvine, California 92618
Telephone: (949) 936-4001
Facsimile: (949) 450-1588

9. How will the lawyers for the Settlement Class be paid?

If the Court approves the Settlement, the Court also will determine what amount of attorneys' fees, costs and all other expenses should be paid to Class representative. The parties have agreed that Plaintiff will request that the Court approve an award of attorney's fees in the amount of thirty-five percent (35%) of the settlement amounts and an Incentive Award to the class representative of \$5,000. Defendants will not oppose the reasonableness of any of these requests. Any reduction by the Court of these requests will revert to the Class Members who do not opt out.

10. What happens if I do nothing after receiving this notice?

If you do nothing, and the Court approves the settlement, you will be bound by the terms of the Settlement and will be unable to pursue individual claims against Defendants concerning the facts at issue in this Litigation. If the Settlement is approved, and you do not opt-out of the settlement class, you will receive a cash benefit under the Settlement.

11. What does it mean to request exclusion from the Settlement Class?

If you come within the Class definition, you will be a member of the Class and will be bound by the settlement if the Court approves it unless you exclude yourself from the Class (also known as "opting out"). Being "bound by the settlement" means that you will be precluded from bringing, or participating as a claimant in, a similar lawsuit. Persons who exclude themselves from the Class will not be bound by the terms of the Settlement and will not be eligible to receive any benefits from the Settlement, but they will retain the right to sue Defendants separately at their own cost.

You cannot exclude yourself from the Class and the Proposed Settlement if you wish to object to the settlement and/or appear before the Court during the Final Approval Hearing (see paragraphs 13 and 14), as you need to be a Class Member affected by the Settlement to object or appear.

12. How do I request exclusion?

You may exclude yourself from the Class provided that your request is made in writing and postmarked before **November 30, 2017**. To exclude yourself, please fill out the Opt-Out Form, which includes (a) the name of the case, and (b) your name, current address, telephone number, and signature. This Form must be sent to the Settlement Administrator, **Simpluris, Inc.** at **Gardner v. Flair Event Models, Inc. et al. c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799**.

You will be excluded from the settlement only if your request is *postmarked* on or before **November 30, 2017**, and includes the required information. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Class Members who fail to submit a valid and timely request for exclusion on or before the date specified shall be bound by all terms of the Settlement and the Final Order and Judgment, regardless whether they have requested exclusion from the Settlement.

13. What if I do not like the Settlement?

If you are a Class Member, you can object or comment on the Settlement. To object or comment on the settlement, you must provide the following information in writing:

(i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that you wish to submit in support of your position.

Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, Class Representative Incentive Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") together with their formal objections on or before **November 30, 2017**.

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Class Notice, will not be allowed to speak or otherwise present any views at the Final Approval Hearing.

You must file your objection before **November 30, 2017**. You *also* must send your objection to *all* of the following:

Plaintiff David Gardner's Counsel:

Jacob N. Whitehead, SBN 266123
WHITEHEAD EMPLOYMENT LAW
15615 Alton Pkwy, Suite 175
Irvine, California 92618
Telephone: (949) 936-4001
Facsimile: (949) 450-1588

Defendant Flair Event Models, Inc.'s Counsel:

Mattheus Stephens
Progressive Law Group
600 B Street, Suite 2200
San Diego, California 92101
Email: Matt@progressivelawgroup.com

Defendant Bil-Jac Foods, Inc.'s Counsel:

JOHN L. BARBER, SB# 160317
Email: John.Barber@lewisbrisbois.com
JOHN HAUBRICH, JR. SB# 228341
Email: John.Haubrich@lewisbrisbois.com
PETER WOO, SB# 306083
Email: Peter.Woo@lewisbrisbois.com
MARIANNE K. RITTENBURG SB#306313
Email: Marianne.Rittenburg@lewisbrisbois.com
Lewis Brisbois Bisgaard & Smith, LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

If your objections do not meet all of the requirements set forth in this section, they will be deemed invalid and will be overruled.

14. When and where will the Court determine whether to approve the settlement?

The Court has scheduled a Final Approval Hearing at 8:30 a.m. on **February 12, 2018**, in Courtroom 9-D, United States District Court for the Central District of California, Western Division, located in the United States Courthouse, 312 North Spring Street Los Angeles, CA 90012-3332. This hearing may be continued or rescheduled by the Court without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will consider Class Counsel's request for attorneys' fees and expenses. The Court also will consider objections. The Court may decide these issues at the Final Approval Hearing or take them under consideration without oral argument.

15. Do I have to come to the final approval hearing?

No. You are not required to come to the hearing but you are welcome to come at your own expense.

Class Members who object to the Proposed Settlement do not need to attend the Final Approval Hearing for their objections to be considered. If you wish to appear either personally or through your own personal attorney at the Final Approval Hearing, you must send both a timely objection and a notice of intention to appear to the Clerk of the Court at the address set forth in Section **16 below**, and serve copies on Class Counsel and counsel for Defendant at the addresses set forth in Section 13 above no later than **November 30, 2017**.

Your notice of intention to appear must include copies of any papers, exhibits, or other evidence that you or your counsel will present to the hearing. Any Class Member who does not file and serve a Notice of Intention to appear in accordance with these instructions will be barred from speaking at any hearing concerning this Proposed Settlement.

16. How do I get more information about the settlement?

This Notice only summarizes the Proposed Settlement. The official terms of the Proposed Settlement are available by reviewing the public files for the United States District Court for the Central District of California, Western Division, or by sending a self-addressed, stamped envelope to Case No. CV 16-4371-GW(GJSx), **United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012**. In the event of a conflict between the terms of this Notice and the proposed Settlement, the terms of the proposed Settlement will govern.