

Exhibit E

Class Action Settlement

You May Qualify for a Cash Payment, or “Rent Credits”/“Dance Fee Payments”

Entertainers who performed at any “Deja Vu-Affiliated Nightclubs” may qualify for a one-time Cash Payment or for “Rent Credits” or “Dance Fee Payments” as provided for in a recent Class Action Settlement. Please review this notice for details.

If you qualify as a settlement class member, the financial benefit that you can claim will be based upon the first date of performance with any the Deja Vu-Affiliated Nightclub. You are eligible to receive either a Cash Payment or “Rent Credits/“Dance Fee Payments.” **However, you may not receive both.**

If you desire to receive a one-time Cash Payment, it will be calculated based on your first performance date at any Deja Vu-Affiliated Nightclub during the class period. To obtain the one-time Cash Payment, you must return the Cash Election Form that was mailed to you, to the Settlement Administrator postmarked no later than [insert date]. If you did not receive a Cash Election Form in the mail on if you misplaced it, you can download the form from the website www.██████████. **Acceptance of a Cash Payment may be taxable event, and you may be issued an IRS Form 1099-MISC regarding such payment.**

If you do not elect to receive a Cash Payment, you may claim certain Rent Credits from the Deja Vu-Affiliated Nightclub where you last performed (referred to as your “Qualifying Club”) using the Lease Model, or Dance Fee Payments from Qualifying Clubs using either the Independent Contractor Model or the Joint Venture Model. These “Rent Credits” or “Dance Fee Payments” operate to reduce any “rent,” or the club’s contract portion of dance fees, which may be due at the end of a performance date.

Rent Credits and Dance Fee Payments can be redeemed ONLY at your Qualifying Club.

The amount of Rent Credits or Dance Fee Payments to which a Participating Class Member shall be entitled shall be determined pursuant to the following 3-Tier schedule (the “Secondary Pool Tier”):

- (a) TIER I. Secondary Pool Remuneration in the maximum amount of two hundred dollars (\$200.00) for any Class Member who Performed for a period of at least one (1) Performance Month at her Qualifying Club;
- (b) TIER II. Secondary Pool Remuneration in the maximum amount of one thousand dollars (\$1,000.00) for any Class Member who Performed for a period of between six (6) and eighteen (18) Performance Months at her Qualifying Club; and
- (c) TIER III. Secondary Pool Remuneration in the maximum amount of two thousand dollars (\$2,000.00) for any Class Member who Performed more than eighteen (18) Performance Months at her Qualifying Club.

A “Performance Month” is defined as a month during which the Class Member performed at least one day.

If you decide to select Rent Credits or Dance Fees Payments instead of a one-time cash payment:

- The Rent Credits entitle you to a 60% reduction off the total amount of “rent” due to the Qualifying Club, subject to the payment of attorney fees discussed below.
- Until your Tier maximum is reached, you will be required to pay only:
 - (a) 40% of the “rent” owed for that performance date, plus
 - (b) an additional 20% of the “rent,” which money the Club will pay over to the Plaintiffs’ lawyers for their work in obtaining this settlement for you.
- The Dance Fee Payments entitle the Participating Class Member to payment of 100% of the Dance Fees that she generates out of her entertainment services, with no allocation of those Dance Fees whatsoever going to the Qualifying Club. Participating Class members obtaining Dance Fee Payments will, however, be required to pay 33.3% of the Dance Fee Payments she receives on those Dates of Performance to the Club, which it will pay over to Plaintiffs’ lawyers for their work in obtaining this settlement for you.
- The maximum amount of Rent Credit/Dance Fee Payments you can redeem on any one Date of Performance is \$100.00. In addition, the Club may limit the number of persons redeeming Rent Credits or obtaining Dance Fee Payments on any given day to five (5) Entertainers.
- The Rent Credits/Dance Fee Payments will be available starting [insert date] and will expire after one year, or when the total amount of Rent Credits/Dance Fee Payments have been exhausted or “used up” by dancers who claimed their Rent Credits/Dance Fee Payments earlier.

Rent Credits/Dance Fee Payments are limited in amount, and are available on a first come, first served, basis. As such, if you intend to claim Rent Credits/Dance Fee Payments, you should do so as early as possible. **Acceptance of Rent Credits/Dance Fee Payments may be a taxable event, and you may be issued an IRS Form 1099-MISC for any Rent Credits/Dance Fee Payments you redeem.**

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TO MAKE A CLAIM FOR RENT CREDITS OR DANCE FEE PAYMENTS, YOU MUST FOLLOW THESE INSTRUCTIONS:

- Ask the Club Manager at your Qualifying Club for a Secondary Pool Claim Form. Club management will inform you of when Rent Credits or Dance Fees may begin to be redeemed.
- Fill out the Secondary Pool Claim Form and provide it to the Club Manager at least seven (7) days before you plan to begin to redeem your Rent Credits or obtain your Dance Fee Payments.
- The Club Manager will use the information on your form to obtain information from the Class Action Settlement Data Base concerning whether you are eligible and, if so, how much in Rent Credits or Dance Fee Payments you may be eligible to receive. He or she will also confirm the Qualifying Club at which you are required to redeem your Rent Credits or obtain your Dance Fee Payments.

NOTE: If you have any questions about your eligibility to be in the settlement class or any details about this notice, you may visit the website www._____ for more information. In addition, if at any time you believe an error has been made regarding your Rent Credits or Dance Fee Payments, or if you experience any problems in claiming or redeeming your Rent Credits/obtaining your Dance Fee Payments, you may telephone 1-800-XXX-XXXX during regular business hours.