

Notice of Settlement of Nationwide Class Action

***If You Performed at any “Deja Vu-Affiliated Nightclub” as an Exotic Dancer,
a Proposed Class Action Settlement May Affect Your Rights.
You May Be Entitled to Monetary Compensation.***

**A U.S. Federal Court has authorized this Notice.
It is not from a lawyer. You are not being sued.**

You are receiving this notice because there is a proposed settlement of a nationwide class action lawsuit brought by two Professional Entertainers (hereinafter “Plaintiffs”) against Deja Vu Services, Inc., Harry V. Mohny, Deja Vu Saginaw, Inc., and other “Deja Vu-Affiliated Nightclubs” (collectively referred to below simply as “Deja Vu,” or “Defendants”). The lawsuit is captioned *Does 1-2 v. Deja Vu Services, Inc., et al*, No. 2:16-cv-10877, and is pending before Judge Stephen J. Murphy, III, in the United States District Court for the Eastern District of Michigan.

In the lawsuit, the Plaintiffs have filed suit under the pseudonyms of Jane Does 1-2, and brought their claims on behalf of all other entertainers (the “Class”). The lawsuit alleges that the Defendants failed to pay minimum wages, and unlawfully confiscated tips belonging, to the Plaintiffs and to other entertainers performing at certain nightclubs across the country operating as “Deja Vu,” “Little Darlings,” “Showgirls,” “Larry Flynt’s Hustler Club,” “Barely Legal,” “Dream Girls,” “Adult Superstore,” “Legends,” “Sam’s After Dark,” “Jolar Cinema,” “Club Rouge,” and “Fantasy Unlimited” (collectively referred to as “Deja Vu-Affiliated Nightclubs”).

The Defendants have denied and continue to deny all of the allegations in Plaintiffs’ Complaint and have threatened counterclaims against the Plaintiffs and the Class; including claims that the entertainers should be required to return the mandatory dance fees they retained if the clubs are found to owe them minimum wages.

The Court has not made a determination of the merits of Plaintiffs’ claims, or Deja Vu’s defenses or threatened counterclaims.

Rather than continue to litigate these matters, the parties have reached a proposed settlement. The monetary value of the settlement is \$6.5 million dollars. Pursuant to the terms of the settlement, entertainers may elect to receive, subject to the provisions below, either: (1) a one-time cash payment in an amount to be determined based on when the entertainer began performing during the class period; or (2) “Rent Credits” or “Dance Fee Payments” (depending upon the operation of the Club) of up to \$2,000 based upon the number of months (requiring only one date of performance to constitute a “month”) an entertainer performed at her “Qualify Club” (the club at which she last performed prior to the preliminary approval of the settlement by the court) prior to the effective date of the settlement. Rent Credits/Dance Fee Payments issued pursuant to the settlement can be obtained only at the last club at which an entertainer performed prior to the Effective Date of this settlement (her “Qualifying Club”), and will be available for one year (or until they are exhausted) after the Effective Date. The Rent Credits may be used to offset future “rent” or “stage fees” otherwise owed to the Club, and the Dance Fee Payments permit entertainers to obtain a portion of Dance Fees that otherwise would have been retained by the Club.

The Court has preliminarily approved the settlement. However, settlement benefits cannot be distributed until after the Court grants final approval of the settlement and after any possible appeals are resolved. You have been identified as a Class member entitled to participate in this settlement.

Your legal rights are affected by the Court’s decision to certify a class, and you have various **choices** to make now. Please read the following pages carefully, including the *Summary of Your Rights and Choices* and the *Settlement Benefits and My Options* sections, which are below.

Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act.

Read This Notice Carefully.

| You May: | Effect of Choosing the Option: | Due Date: |
|--|---|--|
| <i>Exclude Yourself</i> | You can elect to get out of the Class and keep your right to sue Deja Vu on your own in regard to the claims in the lawsuits. To exclude yourself from participating in the settlement, you must follow the exclusion procedure explained below. | <u><i>Postmarked or E-Mailed by May 13, 2017</i></u> |
| <i>File Objection</i> | If you do not exclude yourself, you can remain a Class member and still write to the Court about why you disagree with the terms of settlement. | <u><i>Postmarked or E-Mailed by May 13, 2017</i></u> |
| <i>Appear at a Hearing</i> | If you do not exclude yourself, you can also ask to speak to the Court about the fairness of the settlement. | <u><i>The Notice of Appearance Must be postmarked on or before May 13, 2017 to appear at the final hearing on June 6, 2017 at the Federal Courthouse in Detroit, MI</i></u> |
| <i>Do Nothing</i> | You will be bound by the terms of the settlement and give up your right to sue Deja Vu yourself on any state law claims later. However, you will retain all legal rights under the federal Fair Labor Standards Act. | |
| <i>Elect Your Form of Settlement Benefit</i> | If you wish to be included in the Class settlement, you still have a choice to make on how to receive your benefit : (1) You may elect to receive a one-time cash payment by indicating so on the Cash Election Form; or (2) you may elect to receive Rent Credits or Dance Fee Payments at the Deja Vu-Affiliated Nightclub where you last performed as explained below in sections 6 and 7. <i>If you make no election, you will be considered to have selected to receive the Rent Credits/ Dance Fee Payments by default. To obtain Rent Credits or Dance Fee Payments, you must follow the instructions in this Notice.</i> | <u><i>Election Form Postmarked, Faxed, or E-Mailed by June 22, 2017</i></u> <u><i>Dancer Rent Credits/Dance Fee Payments Must be Used Within One Year, or Until Available Funds are Exhausted, Whichever is Shorter</i></u> |

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BASIC INFORMATION

1. Why did I get this Notice?

The Court directed this Notice be sent to you because you may have performed as an entertainer at a Deja Vu-Affiliated Club during the class period, and therefore may be entitled to benefits pursuant to the terms of the settlement.

If you are a member of the Class, the proposed settlement will affect your legal rights. Therefore, it is important that you read this notice carefully. You have choices to make before the Court decides whether or not to approve the settlement.

2. What is a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue one or more defendants on behalf of other people who may have similar claims. All these people together are a “class” or are “class members.” The court can determine whether it will allow a lawsuit to proceed as a class action. If it does, a trial then decides the lawsuit for everyone in the class or the parties may settle without a trial.

In a class action, one court resolves the common issues for everyone in the class — except for those people who choose to exclude themselves from the class.

3. What is this Class Action about?

The lawsuit alleges that Deja Vu-Affiliated Nightclubs misclassified entertainers as non-employees and as a result of this misclassification, entertainers were not paid minimum wages and other compensation required under federal and/or various

state wage and hour laws. In addition, the lawsuit alleges that Defendants unlawfully confiscated entertainer tips. The Defendants have denied these allegations and have threatened counterclaims to recover the value of mandatory dance fees retained by entertainers if the clubs are determined to owe minimum wages.

The Court has approved the certification of the class of entertainers who performed at any Deja Vu-Affiliated Nightclub during the class period, concluding that the question of whether the Defendants are liable under Fair Labor Standard Act (“FLSA”) or state wage laws for the purported misclassification of entertainers, and whether the Defendants improperly confiscated tips, are common issues deserving class action treatment.

Plaintiffs and Defendants have reached a settlement in this case. The Court has not ruled on the merits of Plaintiffs’ claims or on Deja Vu’s defenses or anticipated counter-claims. Rather, the Court has simply certified a settlement class and tentatively approved the proposed settlement.

4. Who are the Class Members?

Entertainers who performed at any Deja Vu-Affiliated Nightclubs at any time within the applicable statutory period. If you received this Notice, you have been determined to be an eligible Class Member.

As such, you may qualify for either a “Cash Payment” or “Rent Credits”/“Dance Fee Payments” pursuant to the criteria set out in the settlement agreement. **You may not receive both.**

5. Why is the Class Action Being Settled?

This matter is being settled because both sides have agreed to a settlement of this case in order to avoid the costs and risks of trial.

SETTLEMENT BENEFITS AND MY OPTIONS

6. What are the Settlement Benefits?

The settlement agreement, if approved, provides both monetary and nonmonetary benefits to the Class. First, each Class Member will have the choice as between one of two monetary benefits. Second, all entertainers who continue to perform at one of the identified Deja Vu-Affiliated Nightclubs will benefit from certain injunctive relief as explained below.

As described in greater detail in Section 7 below, the two alternative financial benefits are: (1) a one-time cash payment; or (2) Rent Credits or Dance Fee Payments. You may elect only one of the financial benefits; not both.

As part of the settlement, Defendants have agreed to pay up to \$1,000,000 to the Class in the form of a “Cash Pool.” Each Class Member requesting a cash payment will receive a pro rata share of the Cash Pool pursuant to the formula discussed in Section 7 below. The pool for Rent Credits and Dance Fee Payments will be \$4,500,000.

For those entertainers who performed in California at any time during the class period, and who select to receive a one-time cash payment, they will also be entitled to additional compensation out of a pool of \$100,000 for what are referred to as “PAGA” (Private Attorney General Act) penalty payments.

As described below, if the settlement is approved, the attorneys representing the Class (“Class Counsel”) will have their attorneys’ fees paid by Deja Vu and out of the Rent Credits/Dance Fee Payments.

7. What are my two options to receive Settlement Benefits?

Cash Payment: If you elect to receive a one-time cash payment and not Rent Credits or Dance Fee Payments, **you must** indicate so on the Cash Election Form, and submit, by first class United States mail, **postmarked on or before June 22, 2017**, or by e-mail, the Cash Election Form that is included with this notice, to:

Settlement Administrator
In re: Employment Litigation
P.O. Box 2006
Chanhassen, MN 55317-2006

claims@dejavunightclubsettlement.com

Only one Cash Election Form is needed, and only one form will be accepted. The Cash Election Form can be downloaded at the website listed below if you lose your form.

Each entertainer electing to receive the cash payment will be paid based upon your first date of performance with any Deja Vu-Affiliated Nightclub during the class period. Specifically, the cash payments will be paid on a pro-rata basis, based on a points-system, as follows: (1) if the entertainer's first date of performance was within the past six (6) months, she will receive 2 points for each month performed, up to a maximum of 12 points; (2) if the entertainer performed more than six (6) months before the Preliminary Approval Order, but less than one (1) year before, the entertainer will receive an additional 1 point per month, up to 6 additional points; and (3) if the entertainer began to perform more than one year ago, the entertainer will receive 8 points total for each year, up to a maximum of 42 points. Each entertainer will receive a pro-rata cash payment based on the number of points received in comparison with all other entertainers who elect a one-time cash payment.

YOU MUST SUBMIT A TIMELY CASH ELECTION FORM TO RECEIVE A CASH PAYMENT. If you elect to receive a one-time cash payment, you may receive an IRS Form 1099-MISC for the amount of the cash payment made to you. The "cash" payment will be paid by check to you. You will be responsible for the payment of any federal and state taxes due as a result of the cash payment.

Please read the Cash Election Form for more detailed instructions on how to elect a cash payment. If you are a Class Member and you do not fill out either a Cash Election Form or an Opt Out Form (as described below), you will automatically be deemed to have elected to receive Rent Credits or Dance Fee Payments.

Rent Credits/Dance Fee Payments: If you are a member of the Class and do not elect to receive a one-time cash payment from the Cash Pool, you will be entitled to receive Rent Credits or Dance Fee Payments, depending upon how your Qualifying Club operates. In order to redeem the Rent Credits or Dance Fee Payments, do not submit the Cash Election Form. Instead, simply contact your Qualifying Club AFTER the Final Approval Hearing discussed in Section 16 below, and advise them that you intend to receive your class benefit in the form of Rent Credits or Dance Fee Payments. This must be done at least seven (7) days prior the first date you wish to redeem the Rent Credits or obtain the Dance Fee Payments. You will be given a Secondary Pool Claim Form that must be filled out and returned to the Qualifying Club before you will be permitted to redeem your Rent Credits or obtain your Dance Fee Payments. If you are not currently performing at your Qualifying Club but wish to return to perform, you must apply for an entertainer position, enter into a contract, and submit the Secondary Pool Claim Form to redeem the Rent Credits or to obtain the Dance Fees Payments.

Rent Credits/Dance Fee Payments vary between \$200, \$1,000, or \$2,000. The amount of the Rent Credits/Dance Fee Payments is based upon the number of months you performed at your Qualifying Club before the date the settlement becomes effective. If you performed at least one date during any one month, then the amount of Rent Credits/Dance Fee Payments you will be entitled to is \$200; if you performed between 6 and 18 months, the amount of Rent Credits/Dance Fee Payments you will be entitled to is \$1,000; and if you performed more than 18 months, then the amount of Rent Credits/Dance Fee Payments you will be entitled to will be the maximum of \$2,000. If you select to receive Rent Credits or Dance Fee Payments, you may receive an IRS Form 1099-MISC for the amount of the Rent Credits extended, or Dance Fee Payments made, to you. In addition, you will be required to pay federal and/or state income taxes on the value of the Rent Credits you redeemed and the Dance Fee Payments you obtained.

The Rent Credits/Dance Fee Payments expire when either the \$4.5 million Pool runs out or one (1) year and thirty-one (31) days from when the settlement becomes Final, whichever comes first.

NO RENT CREDITS/DANCE FEE PAYMENTS CAN BE OBTAINED UNTIL FINAL APPROVAL OF THE SETTLEMENT HAS BEEN RECEIVED FROM THE COURT, ALL APPEALS HAVE BEEN EXHAUSTED, AND ALL VALID CASH ELECTION FORMS HAVE BEEN SUBMITTED.

Summary: To summarize, if you wish to remain in the Class and receive a one-time cash payment, then you MUST fill out and timely submit to the Settlement Administrator the Cash Election Form. If you choose a one-time cash payment, you cannot also receive Rent Credits or Dance Fee Payments.

If you are currently performing or want to return to perform at your Qualifying Club and have not chosen a one-time cash payment, you must notify your Qualifying Club of your intent to obtain Rent Credits or Dance Fee Payments at least seven (7) days in advance and provide to that club a fully completed Secondary Pool Claim Form (available at the club) before being eligible to receive Rent Credits or Dance Fee Payments. The Rent Credits will be applied to the "rent" or "stage fees" otherwise owed to the Club, and the Dance Fee Payments permit entertainers to obtain a portion of Dance Fees that otherwise would have been retained by the Club.

You should seek the advice of a tax professional if you have any questions about the tax implications of this settlement.

REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Class?

If you do nothing, you will be included in the Class, and you will be bound by the terms and conditions of the settlement with respect to any applicable state laws. However, you will retain all legal rights under the federal Fair Labor Standards Act. Under the terms of the settlement, you may elect to receive either a “cash payment” or “Rent Credits”/“Dance Fee Payments” as described herein. However, you may not receive both. Please read the Settlement Benefits and My Options section above.

9. If I remain in the Class, what am I giving up?

If the Court approves the settlement, you will have released all Defendants, including all of the Deja Vu–Affiliated Nightclubs, from any further claims related to the matters raised in this lawsuit, and you cannot ever sue any of the Defendants about these issues based upon conduct that occurred prior to the Effective Date of the settlement. However, if you do not make a claim for compensation under this settlement, you will retain your legal rights under the federal Fair Labor Standards Act. Should you have any questions about the scope of the release, you may contact Class Counsel.

EXCLUDING YOURSELF FROM THE CLASS

10. Why would I want to be excluded from the Class?

You do not have to take part in the settlement or be a member of the Class. You can exclude yourself from the settlement by “opting out.” If you exclude yourself, you will not get the benefits of the settlement, nor can you object to the settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit or arbitration against the Defendants regarding the subject of the settlement.

If you have sued any of the Defendants and want to continue with your suit, you need to personally ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court’s judgments in this case. Similarly, if you wish to start your own lawsuit against any of the Defendants, you must exclude yourself from the Class. Should you do so, you will have to hire and pay your own lawyer for that lawsuit and prove your own claims. If you do exclude yourself so you can start your own lawsuit against Deja Vu, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

11. How do I exclude myself from the Class?

If you are a member of the Class and wish to be excluded from the settlement, you must send a written request, signed by you personally, which includes all of the following:

- Your legal name, current address and telephone number;
- The name and number of the lawsuit: *Does 1-2 v. Déjà Vu Services, Inc, et al*, No. 2:16-cv-10877.
- A statement, signed personally by you, clearly stating that you want to be excluded from the Class and the settlement.

All exclusion requests must be mailed first class United States mail, **postmarked on or before May 13, 2017**, to:

Settlement Administrator
In re: Employment Litigation
P.O. Box 2006
Chanhassen, MN 55317-2006

Any request for exclusion must contain your personal signature, which shall be an indication to the Court that you wish to be excluded from the Class. You cannot exclude yourself by phone or by e-mail. Further, if you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY SIGN AND TIMELY MAIL A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE STATE LAW CLAIMS AGAINST DEJA VU REGARDING THE MATTERS RESOLVED IN THIS SETTLEMENT. SHOULD YOU WISH TO EXCLUDE YOURSELF FROM THIS SETTLEMENT, IT IS IMPORTANT THAT YOU FOLLOW THESE INSTRUCTIONS CAREFULLY.

12. How Do I object to the Settlement?

If you don't like the settlement, you may file an objection to it. This means you can tell the Court that you disagree with the settlement or some of its terms. For example, you can say you don't think the settlement is fair or adequate, or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the settlement anyway.

You can object only if you do not exclude yourself from the Class (i.e., you do not "opt out"). If you opt out, or exclude yourself, you cannot object.

To object, either you or a lawyer of your own choosing must prepare an objection that contains all of the following:

1. The name and title of the lawsuit: *Does 1-2 v. Deja Vu Services, Inc, et al*, No. 2:16-cv-10877 (E.D. Mich.);
2. A written statement of objections clearly specifying the grounds or reasons for each objection;
3. A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections; and
4. Copies of documents (if any) you or your lawyer will present at the Final Approval Hearing.

Your objection must be filed with the Court and served on Class Counsel and Counsel for the Defendants **no later than May 13, 2017**. Any objection postmarked after that date will be rejected.

To File an Objection with the Court, Mail Objections to:

Clerk of the Court
United States District Court
Eastern District of Michigan
231 W Lafayette Blvd # 827
Detroit, MI 48226-2774

To Serve Class Counsel, Mail Objections to:

| | | |
|------------------------------|------------|------------------------------------|
| Jason J. Thompson, (P47184) | <i>and</i> | Megan A. Bonanni (P52079) |
| Sommers Schwartz, P.C. | | Pitt McGehee Palmer & Rivers, P.C. |
| One Towne Square, Suite 1700 | | 117 West Fourth Street, Suite 200 |
| Southfield, MI 48076 | | Royal Oak, MI 48067 |

To Serve Defendants' Counsel, Mail Objections to:

Bradley J. Shafer (P36604)
Shafer & Associates, P.C.
3800 Capitol City Blvd # 2
Lansing, MI 48906

Objections postmarked after **May 13, 2017** will be untimely and not be considered by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing my interests in this case?

Yes. The Court has appointed law firms to represent you and other Class Members. These lawyers are referred to as Class Counsel, and include:

| | |
|------------------------------|------------------------------------|
| Jason J. Thompson, (P47184) | Megan A. Bonanni (P52079) |
| Sommers Schwartz, P.C. | Pitt McGehee Palmer & Rivers, P.C. |
| One Towne Square, Suite 1700 | 117 West Fourth Street, Suite 200 |
| Southfield, MI 48076 | Royal Oak, MI 48067 |

You will not be charged directly by Class Counsel for their lawyers' services, but they will ask the Court to award them a fee from the settlement. More information about Class Counsel and their experience is available at the website www.DejaVuNightclubSettlement.com.

If you so desire, you may hire your own attorney. However, you will be responsible for that attorneys' fees and expenses.

14. How Will the Lawyers be Paid?

The lawyers who represent the Class will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys' fees based on their work in this litigation. The amount of attorneys' fees and costs to be awarded will be determined solely by the Court. Under the terms of the settlement agreement and subject to Court approval, Class Counsel will petition the Court for One Million Two Hundred Thousand (\$1,200,000.00) dollars in attorneys' fees and reimbursement of their out-of-pocket costs associated with prosecuting this case and effectuating the settlement. Attorneys' fees payable to Class Counsel have been factored into the value of the settlement.

A portion of these fees will be paid directly by the Defendants and another portion will be paid by the entertainers at the time they obtain Rent Credits or Dance Fee Payments. In particular, Class Counsel have asked to be paid an attorney fee equal to 1/3 of the value of the Pool for Rent Credits and Dance Fee Payments, up to a maximum of three hundred thousand dollars (\$300,000).

The settlement agreement provides further details on attorney fees payable to Class Counsel, and a copy of the settlement agreement may be obtained either from Class Counsel or the Court.

15. How Will the Class Representatives be Paid?

To compensate the Class Representatives (Jane Does 1-2) for their work in this litigation on behalf of the Class and for the particular claims they may have, the named Plaintiffs will share a total incentive award of \$30,000 in addition to their regular settlement payments. The Defendants shall pay this award to the named Plaintiffs from the Cash Pool proceeds that are available to the Class, but the incentive award has been factored into the value of the settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and Where will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **June 6, 2017 at 2:00 PM**. At this hearing, the Court will consider whether or not the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

The Hearing will be held at: United States District Court for the Eastern District of Michigan, the Honorable Stephen J. Murphy, III, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Room 564, Detroit, MI 48226.

17. Do I have to attend the Hearing?

No. Class Counsel will answer questions the Court may have, but you may appear at your own expense. If you send a written objection, the Court will consider it. You may also pay your own lawyer to attend the hearing if you desire.

18. Can my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. If you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Attorney's Notice of Appearance and any written objections you may have are postmarked or received by the Court, Defendants' Counsel, and Class Counsel, by **May 13, 2017**. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

19. Where do I obtain more information?

If you want additional information, you may write Class Counsel at the addresses listed above. You may also call the Settlement Administrator toll free at 844-322-8168 or email them at claims@dejavunightclubsettlement.com.

In addition, Class Counsel has created a specific website containing relevant documents, including the operative class action complaint and complete settlement agreement: www.DejaVuNightclubSettlement.com

The specific terms of the settlement are outlined in the legal documents that have been filed with the Court. You can look at and copy these documents at any time during regular office hours at the Office of the Clerk of Court for the United States District Court for the Eastern District of Michigan, Southern Division, 231 W Lafayette Blvd # 827, Detroit, MI 48226-2774. If you have a PACER account, you may view the documents on the Court's CM/ECF website.

PLEASE DO NOT CONTACT THE COURT REGARDING THE CONTENTS OF THIS NOTICE