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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Baerbel McKinney-Drobnis, Joseph B. Piccola,
and Camille Berlese, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

MESSAGE ENVY FRANCHISING, LLC, a
Delaware Limited Liability Company,

Defendants.

CASE NO. 3:16-CV-6450-MMC

~~PROPOSED~~ ORDER ON CLASS
REPRESENTATIVES' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Courtroom: 7 – 19th Floor
Judge: Hon. Maxine M. Chesney

1 **ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

2 On June 6, 2019, this Court entered its Order [Doc. No. 114] preliminarily approving the
3 class action settlement set forth in the Stipulation of Class Action Settlement and Release (the
4 “AGREEMENT”) finding that the settlement appeared fair, adequate, and reasonable, free of
5 collusion or indicia of unfairness, and within the range of likely judicial approval thereby
6 warranting notice to the class. The Court also conditionally certified the CLASS pursuant to Rule
7 23(e) of the Federal Rules of Civil Procedure.

8 Currently pending before the Court is the Motion for Final Approval of the Class Action
9 Settlement and Entry of Final Judgment [Doc. No. 135] filed by CLASS REPRESENTATIVES
10 Baerbel McKinney-Drobnis, Camille Berlese, and Joseph Piccola (collectively, the “CLASS
11 REPRESENTATIVES”). The CLASS REPRESENTATIVES and Defendant Massage Envy
12 Franchising, LLC (“MEF”) are collectively referred to herein as “the PARTIES.” Also pending
13 before the COURT is the CLASS REPRESENTATIVES’ Motion for an Award of Attorneys’
14 Fees, Expenses and Service Awards [Doc. No. 119]. Due and adequate notice having been given
15 to the CLASS of the SETTLEMENT, the AGREEMENT, and of the FINAL APPROVAL
16 HEARING as required in the PRELIMINARY APPROVAL ORDER [Doc. No. 114] and the
17 COURT having considered all papers, including all objections filed, having heard oral argument
18 on February 28, 2020, and otherwise being fully informed and good cause appearing:

19 IT IS HEREBY ORDERED THAT:

20 1. This FINAL APPROVAL ORDER incorporates the AGREEMENT, filed May 24,
21 2020 [Doc. No. 107], as submitted to the COURT in connection with the Motion for Preliminary
22 Approval of Class Action Settlement. The capitalized terms used in this FINAL APPROVAL
23 ORDER shall have the meanings and/or definitions given to them in the AGREEMENT unless
24 specified herein to the contrary.

25 2. This COURT has jurisdiction over the subject matter of this ACTION, over the
26 CLASS, and over those persons and entities undertaking affirmative obligations under the
27 AGREEMENT.
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1 3. The COURT, having considered the strength of plaintiffs' case, finds for the
2 reasons stated on the record, that the AGREEMENT is fair, reasonable, and adequate as it will
3 provide the SETTLEMENT CLASS MEMBERS with substantial and immediate relief and
4 allows the SETTLEMENT CLASS MEMBERS to avoid the risk, expense, complexity, and likely
5 duration of further litigation, including the risk of maintaining class action status, and further so
6 finds for the reasons set forth in ¶¶ 7 and 9 below.

7 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the COURT hereby
8 certifies for settlement purposes only the CLASS, which it previously conditionally certified,
9 comprising:

10 All Members of an ME LOCATION since November 4, 2006, whose monthly
11 membership fee has been increased above the amount stated in their Membership
12 Agreement (“Fee Increase”) prior to date of the PRELIMINARY APPROVAL
ORDER.

13 The Court further certifies for settlement purposes only the SETTLEMENT CLASS,
14 which is comprised of all CLASS MEMBERS except (i) those 523 individuals, identified on
15 **EXHIBIT 1** hereto, who properly excluded themselves by submitting a timely request for
16 exclusion in accordance with the requirements set forth in the AGREEMENT and CLASS
17 NOTICE; (ii) any person, firm, trust, corporation, or other entity affiliated with MEF; and
18 (iii) any judge, justice, judicial officer, or judicial staff of the Court.

19 5. The COURT finds on the record before it that the SETTLEMENT CLASS
20 satisfies the requirements for class certification under Federal Rules of Civil Procedure 23(a) and
21 23(b)(3), for settlement purposes only, because (a) the SETTLEMENT CLASS MEMBERS are
22 so numerous that joinder of all SETTLEMENT CLASS MEMBERS is impracticable; (b) there
23 are questions of law and fact common to the SETTLEMENT CLASS; (c) the named CLASS
24 REPRESENTATIVES’ claims are typical of the claims of the SETTLEMENT CLASS members;
25 (d) the named CLASS REPRESENTATIVES and CLASS COUNSEL have adequately
26 represented and will continue to adequately represent and protect the interests of the
27 SETTLEMENT CLASS for purposes of the SETTLEMENT; and (e) class-wide treatment of the
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1 disputes raised in the ACTION is superior to other available methods for adjudicating the
2 controversy before this COURT at this time. Manageability issues do not prevent certification for
3 settlement purposes only because there will be no trial.

4 6. The COURT hereby finds that the individual direct CLASS NOTICE given to the
5 CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the
6 proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS
7 were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude
8 themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described
9 the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the
10 SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT
11 and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place
12 of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was
13 the best notice practicable under the circumstances and complied fully with Federal Rule of Civil
14 Procedure Rule 23, due process, and all other applicable laws.

15 7. The COURT hereby finds there were very few timely written objections and
16 requests for exclusion from the SETTLEMENT. Only 19 objections and 523 opt-outs were
17 received, out of 1,705,504 CLASS MEMBERS. The small number of opt-outs and objections
18 indicates that the vast majority of the CLASS found the SETTLEMENT and the AGREEMENT
19 to be fair, reasonable, and adequate. Furthermore, the PARTIES demonstrated that none of the
20 asserted bases for objection are valid and, accordingly, any and all objections to the
21 SETTLEMENT and the AGREEMENT are hereby overruled for the reasons stated on the record
22 at the hearing.

23 8. The COURT further finds that a full and fair opportunity has been afforded to the
24 CLASS MEMBERS to opt out of and to object to the SETTLEMENT and to participate in the
25 hearing convened to determine whether the SETTLEMENT should be given final approval.
26 Accordingly, the COURT hereby determines that SETTLEMENT CLASS MEMBERS are bound
27 by this FINAL APPROVAL ORDER.
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1 9. The COURT hereby finds, for the reasons stated on the record, that the
2 SETTLEMENT set forth in the AGREEMENT is in all respects fair, reasonable, and adequate
3 and in the best interests of the SETTLEMENT CLASS, taking into account that (a) the CLASS
4 REPRESENTATIVES and CLASS COUNSEL have adequately represented the CLASS; (b) the
5 SETTLEMENT was negotiated at arm's length; (c) the relief provided to the CLASS is adequate,
6 in light of the costs, risks, and delay of trial and appeal; the effectiveness of the proposed method
7 of distributing relief to the CLASS; and the terms of the proposed Award of Attorneys' Fees,
8 Expenses and Service Awards; and (d) the SETTLEMENT treats CLASS members equitably
9 relative to each other. In addition, the COURT finds that there was no collusion in connection
10 with the SETTLEMENT, that the SETTLEMENT was the product of informed and arm's-length
11 negotiations among competent counsel, and that the record is sufficiently developed to have
12 enabled the CLASS REPRESENTATIVES and MEF to adequately evaluate and consider their
13 respective positions. Accordingly, the Court hereby finally and unconditionally approves the
14 SETTLEMENT set forth in the AGREEMENT.

15 10. The CLASS REPRESENTATIVES and each of the SETTLEMENT CLASS
16 MEMBERS hereby expressly and fully release and forever discharge the RELEASED PARTIES
17 and further expressly agree that they shall not now or thereafter institute, maintain, or assert
18 against the RELEASED PARTIES, either directly or indirectly, on their own behalf, or on behalf
19 of any class or other person or entity, in any action, regulatory action, arbitration, or court or other
20 proceeding of any kind, any causes of action, claims, damages, equitable, legal, and
21 administrative relief, interest, demands, rights, or remedies, including, without limitation, claims
22 for injunctive relief, declaratory relief, damages, mental anguish, unpaid costs, penalties,
23 liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution,
24 disgorgement, or equitable relief against the RELEASED PARTIES, whether based on federal,
25 state, or local law, statute, ordinance, regulation, the Constitution, contract, common law, or any
26 other source, that relate to the RELEASED CLAIMS as set forth in the AGREEMENT.

27 11. The CLASS REPRESENTATIVES and each of the SETTLEMENT CLASS
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1 MEMBERS hereby expressly waive and relinquish, to the extent permitted by law, the
2 provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all
3 provisions, rights, and benefits of any similar statute or law of California or of any other
4 jurisdiction as to all known or unknown claims as against the RELEASED PARTIES with respect
5 to the RELEASED CLAIMS.

6 12. The RELEASED PARTIES may file this FINAL APPROVAL ORDER in any
7 other action that may be brought against them to support a defense or counterclaim based on
8 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or
9 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
10 counterclaim.

11 13. In its PRELIMINARY APPROVAL ORDER [Doc. No. 114], the Court appointed
12 and designated Hilsoft Notifications to act as the SETTLEMENT ADMINISTRATOR. Hilsoft
13 Notifications shall continue to act as the SETTLEMENT ADMINISTRATOR to perform those
14 duties and responsibilities that remain under the AGREEMENT and this FINAL APPROVAL
15 ORDER.

16 14. For the reasons stated on the record, the Court finds the instant action is not a
17 coupon settlement. Further, for the reasons stated on the record, CLASS COUNSEL are hereby
18 awarded the sum of \$ 2,612,500 in attorneys' fees and the sum of \$58,692.40 in expenses, which
19 sums the COURT finds to be fair and reasonable and fairly compensates them for their
20 contributions to the prosecution of this ACTION and the SETTLEMENT. The payment of
21 attorneys' fees and costs shall be pursuant to the terms of the AGREEMENT.

22 15. Each of the CLASS REPRESENTATIVES is hereby awarded an INCENTIVE
23 AWARD in the amount of \$ 5000, which the COURT finds to be fair and reasonable and in
24 recognition of their efforts in prosecuting the action and the SETTLEMENT. Payment of the
25 INCENTIVE AWARDS shall be pursuant to the terms of the AGREEMENT.

26 16. Within sixty (60) days after the EFFECTIVE DATE of the SETTLEMENT, as
27 defined and in accordance with the AGREEMENT, the SETTLEMENT ADMINISTRATOR
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1 shall issue via email a VOUCHER to each SETTLEMENT CLASS MEMBER who timely
2 submitted a valid VOUCHER REQUEST in accordance with the instructions in the
3 AGREEMENT and the CLASS NOTICE, for use consistent with the AGREEMENT's terms.
4 The email containing the VOUCHER and the VOUCHER shall conspicuously state the
5 VOUCHER's expiration date.

6 17. Within five (5) days after the EFFECTIVE DATE of the SETTLEMENT, the
7 SETTLEMENT ADMINISTRATOR shall disclose on the SETTLEMENT WEBSITE that (i) the
8 SETTLEMENT is final and its EFFECTIVE DATE; (ii) the date by which the VOUCHERS will
9 be emailed to SETTLEMENT CLASS MEMBERS who timely submitted a valid VOUCHER
10 REQUEST in accordance with the instructions in the AGREEMENT and the CLASS NOTICE;
11 and (iii) the date on which the issued VOUCHERS shall expire.

12 18. As of the date of the PRELIMINARY APPROVAL ORDER, the SETTLEMENT
13 CLASS MEMBERS are bound by the new template MEMBERSHIP AGREEMENT attached
14 hereto as **EXHIBIT 2**. This new MEMBERSHIP AGREEMENT includes a provision that ME
15 LOCATIONS may increase the MEMBER's stated monthly MEMBERSHIP fee following the
16 initial term only by providing at least forty-five (45) days advance written notice to the
17 MEMBER's email address on record with the MEMBER's HOME CLINIC or to the
18 MEMBER's last physical address known to the MEMBER's HOME CLINIC, and that such
19 notice shall be effective on the date sent. Forty-five (45) days advance written notice will
20 allow the CLASS MEMBERS a reasonable opportunity to cancel his/her MEMBERSHIP
21 before incurring a noticed price increase. MEF shall keep this portion of the template
22 MEMBERSHIP AGREEMENT attached hereto as **EXHIBIT 2** in force as a system standard
23 for at least two (2) years after the SETTLEMENT's EFFECTIVE DATE.

24 19. In the event that the SETTLEMENT does not become effective in accordance with
25 the AGREEMENT's terms, then this FINAL APPROVAL ORDER shall be rendered null and
26 void and be vacated, the AGREEMENT and all orders entered in connection therewith shall be
27 rendered null and void *ab initio*, and this ACTION shall be reinstated as it existed prior to the
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1 making of the AGREEMENT. In that case, all communications, documents, filings, negotiations,
2 and other actions taken to negotiate and pursue settlement through the AGREEMENT, including
3 the AGREEMENT itself, shall be considered confidential settlement communications that cannot
4 be used as evidence for any purposes whatsoever in the ACTION or any proceedings between the
5 PARTIES or in any other action related to the RELEASED CLAIMS or otherwise involving the
6 PARTIES, any ME LOCATION, or any RELEASED PARTY.

7 20. Nothing in this FINAL APPROVAL ORDER or the AGREEMENT shall be
8 construed as an admission or concession by any Party. The AGREEMENT and this resulting
9 FINAL APPROVAL ORDER simply represent a compromise of disputed allegations.

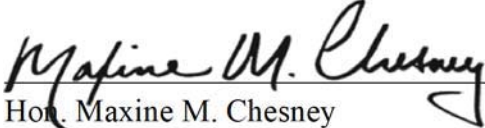
10 21. All PARTIES to the AGREEMENT and CLASS COUNSEL are directed to carry
11 out their obligations under the AGREEMENT.

12 22. Without impacting the finality of this FINAL APPROVAL ORDER, the COURT
13 hereby retains continuing jurisdiction to assure compliance with all terms of this SETTLEMENT
14 in accordance with the AGREEMENT and this FINAL APPROVAL ORDER.

15 23. CLASS COUNSEL shall serve a copy of this FINAL APPROVAL ORDER on all
16 named PARTIES and their counsel, the Objectors and any of their counsel, and the
17 SETTLEMENT ADMINISTRATOR within seven (7) days of receipt, and the SETTLEMENT
18 ADMINISTRATOR shall post a copy of this Final Order on the SETTLEMENT WEBSITE
19 within five (5) days of receipt.

20 IT IS SO ORDERED.

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22 DATED: March 2, 2020

23 
24 Hon. Maxine M. Chesney
25 UNITED STATES DISTRICT JUDGE
26
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Epiq ID(s)	Name
1577366	ADAM NOWICKI
540398	ADOLFO HERRERA
813481	ALAN MUELLER
879011	ALAN SCHONFELD
598953	ALANA DEGARMO
1464847	ALEXA BEIER
605645	ALEXANDRA REED
749404	ALICE ABRAMS
241063	ALICE FOUTS
1659943	ALLEN MAULSBY
93722	AMANDA CAROLINE SWAFFORD
1373161	AMANDA FRATRIK
1530320	AMANDA LEESMAN
1563678	AMBER GRUNEWALD
597892	AMINA MAKHDOOM
197470	AMY STACK
107483	AMY THYBERG
1255334	AMY WELLS
None	ANA AMMANN
738634	ANAH HARVEY
537708	ANDREA KNIGHT
415616	ANDREA MASHMAN
57026	ANDREW RUISCH
221541	ANITA JOHNSTON
340548	ANN CAPODILUPO
140198	ANN DOAK
66408	ANN LEWIS
1425860	ANNA BRYLIN
294221	ANNA MEARES
265619	ANNA WOLFE
86632	ANNIE CHU
547502	ANTHONI VISCONSI III
499887	ANTHONY CAPODILUPO
355237	ANTOINETTE SPARTE
68219	APRIL RACELA HUYNH
1434351	ASHLEY TALLENT
474724	AUTUMN HOCKADAY
32150	BARBARA ALBERT
96570	BARBARA J RUSSO
43101	BARBARA TAYLOR
535887	BARBARA TIVNAN
951867	BARBARA WOLF
322215	BARRY FRIESER
782981	BECKY LEDBETTER
1095567	BECKY TALBOT
281236	BEN SIMMONS
463728	BETH DISCEPOLO
541992	BETH WINSLOW
300849	BETTY DERRICKSON
838091	BEVERLY LAVIANO
1269805	BILL COONEY
382654	BILL HOFF
38344	BILL WEST
840353	BILLIE EARLY
775713	BLAISE DELOZIER
735201	BOB MEILANDER

Epiq ID(s)	Name
1131522; 1131523	BOB ONUFER
797916	BOBBIE BRITT
504993	BONNIE PARHAM
37263	BONNIE SCHLIEKER
838663	BRADLEY PATTELLI
115796; 1678788	BRADY EDWARDS
1528635	BRANDY SUTTON
1523555	BRENDA ARNETT
505233	BRENDA BENJAMIN
424052	BRENT JACOBS
208509	BRIAN DOAK
249697	BRIAN GIBBS
501595	BRIAN STACK
1125348	BRIGID SWAN
1194330	BROOKE POWELL
65837	BRUCE COPILEVITZ
217614	BRUCE LAWTON
596008	BRUCE SPICER
1590757	BRYAN CLARKE
261494	CALEB JAY
845596	CALLIE RANKIN
1704831	CAMERON KOCHI
743960	CAMMIE COKER
445054	CANDACE ARTIM
1360717	CANDICE HAAGA
871470	CARMEN CROOK
1133213	CARMEN M. RODERO-SCARDELIS
793942	CARMEN PATTELLI
86450	CAROL EURINGER
1535497	CAROL PALMER
93547	CAROL SAPP
169059	CAROLINE CRAMER
1702347	CARRIE EGLINTON MANNER
1569360	CASSANDRA BROWN
1706780	CHARLES CARRINTON
125054	CHELSEA BUFKIN
93549	CHERIE BAZEMORE
231938	CHERYL LAWTON
350585	CHERYL ROBERTS
1294731; 1294732	CHRIS GARDNER
793568	CHRIS KOHNEN
38339	CHRISTINE WEST
705128	CHRISTOPHER GASSMANN
1317891	CHUCK PARKER
1171441	CHUCK SALVATORE
851757	CINDY HAMMERBACHER
224050	CINDY MILLER
1210285	CLAUDIA PINERA-RODRIGUEZ
59990	CLAY HASKINS
79551	CLIFF BENTON
314471	COLLEEN HOCKEN
1456	CONNIE FUQUA
845592	CONNIE RANKIN
318669	CONSTANCE E HUISKING
1144233	CONSTANCE TODD
894928	COURTNEY ENGHAUSER
379712	CRAIG O'REAR
561170	CRISTEN GRAY
139724	CRYSTAL MILLS

Epiq ID(s)	Name
1316131	CYNTHIA OLSEN
831529	DANA BULLARD
549733	DANA COMER
136548	DANA MORGAN
1271863	DANIEL JACKSON
941742	DANIELA SCHNEBLY
579678	DANIELLE COONEY
627948	DANIELLE ONEIL
898094	DAVID EARLY
109056	DAVID GINSBERG
731855	DAVID HARWARD
691843	DAVID LAPA
313672	DAVID MCGLOTHLIN
343863	DAVID PARIS
1397912	DAVID REED
812432	DAVID STEWART
109120	DAVID WORK
188868	DAWN ALDRETE
584080	DAWN SHEPHERD
241492	DEB KRUPP
618774	DEBBI MARTIN
805411	DEBBIE BUCHANAN
1697916	DEBBIE EICHNER
1346940	DEBBIE KIRK
752745	DEBBIE WISNER
379973	DEBBIE WONG-KOCHI
297424	DEBORAH HUISKING
242859	DEBORAH JOHNSTON
471922	DEBORAH KAHN
508147	DEBORAH METZEL
1075128	DEBRA JONES
120611	DEBRA PREWITT
535025	DEBRA SCHONFELD
629615	DEBRA SHARU
712404	DENA LARSON
249698	DENYSE GIBBS
774200	DESMONE BLACK
256612	DEVON CARR
55026	DIANA OKURA
1682952	DIANE LEE
319996	DIXIE LANIER
296326	DON WOLFE
459529; 459530	DONNA JANNSEN
107016	DONNA PAULDINE
1060532	DONNA POWELL
163100	DONNA WILLIAMSON
180310	DORIS DONOVAN
185087	DORIS PARKER
578579	DORT HOWERY
1244024	DR.STACEI MAREI
1182171	DWINN BROWN
1441339	ED LANGHAMMER
325167	EDWARD NATHAN
82636	EDYE HOLT
1054489	EILEEN GEBHART
232402	EILEEN MICHELBRINK
212193; 212194	ELAINE BREVKO
721448	ELENA BRYLIN
1412047	ELLEN JODOIN

Epiq ID(s)	Name
487756	ELLIOTT ARTIM
155509	ELMA G. CASTOR
466774	ELOISA PERARD
851480	EMILY CASKEY
5095	EMILY PICHELOUP
1120746	ERIC SARRAZIN
245169	ERICA BURKE
1277515	ERICKA JOHNSON
1574443	ETHAN LEONARD
292106	EVETTE GONZALEZ
1073372	FAITH PATTRIN
733174	FRANCESCA "RUDY" SCARITO
793817	GALE RIEMANN
32149	GARY ALBERT
177815; 177816	GARY BREVKO
53723	GARY RIFKIND
189746	GARY SCREETON
803736	GENE DAY
289283	GEOFF SILVERS
1008253	GINA HERRERA
78521	GINGER SKINNER
296258	GLORIA MARVIN
479172	HEATHER A. MILLER
669051	HEATHER BEMIS
1691240	HEATHER HENTZE
831672	HEMINA BAILEY
27997	HOLLY STEWART
198989	HONEY LEE WALKER
177030	JACKIE BRIGMAN
926217	JAIME SOLANO
274539	JAIMIE A. DAVIS
1485915	JAMES DIAMOND
983738	JAMES SCARDELIS
246012	JAMIE NEISWENDER
647474	JAMIE NIKAM
907098	JAN ERICKSON
14271	JANE KROESSIG
1463676	JANE PORTER
338246	JANELLE E LAING
9808	JANET KUNZE
48592	JANET SMAGALA
1280656	JANETTE BECK
163077	JANIS STELMA
1370418	JAY HARROD
133734; 1339524	JEAN DEW
94360	JEAN TRAGSEILER
745341	JEANETTE ESPINOSA
519103	JEFFREY J KOZICKI
1438005	JEN COTTRELL
580944	JENIFER C JENNINGS
515742	JENNIFER BUCHHEIM
511257	JENNIFER CARDOSO
589510	JENNIFER HOPKINS
1046012	JENNIFER LABARGE
401326	JENNIFER LANDDECK
358635	JENNIFER MARTIN
727354	JERIANN LENNOX
389244	JESSICA HAIR
1675522	JESSIE JEWART

Epiq ID(s)	Name
25787	JIM LEE
217688	JIM MOREY
838933	JIM PATTERSON
101181	JIM WENZSELL
538612	JOAN HEFTYE
192632	JOANN R WEBSTER
752744	JOE WISNER
658858	JOE WOUTERS
50228	JOHN DOHM
4048	JOHN GILCHRIST
347007	JOHN PITMAN
48598	JOHN SMAGALA
457656	JOHN THYSELL
1149870; 1706736	JOLIE THORP
21959	JOSEPH ALVO
838155	JOSEPH LAVIANO
606112	JOSEPH MEEHAN
1331507	JOSH VANADA
414006	JOSIE CHIAPPETTA
1418231	JOYCE RAUSNITZ
53724	JOYCE RIFKIND
468307	JUDY SCHIEBLE
427641	JUDY ZABA
356119	JULIA JEKUBOVICH
125562	JULIANNA THOMAS MCCABE
390753	JULIANNE ERICKSON
1679083	JULIE BRAZEL
109	JULIE D'ARRUDA
148752	JULIE KARP
126866	JULIE ROHRIG
109122	JUNE WORK
260674	KANG M WECKERLY
1166651	KAREN BLAKE
638179	KAREN BRITSCH
801870	KAREN FERGUSON
116139	KAREN LUEBKE
86968	KAREN MURVIN
844899	KAREN PARK
156204	KAREN STONE
481470; 481471	KAREN THOMAS
554772	KAREN TRINA
356935	KAREN TUNSTALL
1630296	KATHERINE P ELLIS
1690708	KATHLEEN BURDETTE
226663; 226664	KATHY PIPER
114030	KATHY PRIVATEER
281469	KATHY VAVRINA
1540576	KAYLA KOWITZ
88963	KELLI SALEM
406576	KELLY EDWARDS
121357	KELLYJEAN OBERRIETH
614309	KENDRA LYONS
95826	KERRY YANEZ
591673	KEVIN LAUCKNER
222728	KEVIN MUTZ
1490272	KIM LEE
1268424	KIM MURPHY
1569041	KIMBERLY CANARIO
1194942	KIO NOVINA

Epiq ID(s)	Name
15807	KIPP CRAMER
119570	KIRK HORNBAKER
1227210	KRIS EINSTEIN
1291506	KRISTEN MARTIN
303909	KRISTEN MERRELL
1300465	KRISTI GEORGE
807572	KRISTINE KILMARTIN
894925	KRISTINE O'REILLY
1697687	KRISTINE P MCKEON
630590	KRYSTEN LARSON
79476	KRYSTYNA COHEN
296653	KURT WOLFGRAM
1683196	KYLE T ARNETT
1478487	LANA WLODYKA
1512483	LARAYNE SCHANZ
64394	LARRY ALBERTS
1553005	LAURA HORN
560208; 560209	LAURA RELLER
46944	LAURA ROJAS
1706781	LAUREN KARP
254887	LAURIE CALBAUM
998817	LAYNE ONUFER
240885	LELIA EVANS
99713	LESLIE ALLEE DOAK
395914	LINA CARPENTER
115703	LINDA BARTLING
404948	LINDA BOSS
28319	LINDA ELIE
1696851	LINDA FORTH
88526	LINDA HARVEY
179362	LINDA SCHAEFFER
290281	LINNEA THOMPSON
521775	LISA ADAMO
182458	LISA BENNETT
86070	LISA BLAKES
1470	LISA CHUNG
1478556	LISA GILMORE
1215745	LISA KEGLEY
221546	LISA LYDON
332198	LISABETH PINA
95096	LOIS MCDONALD
179513	LOREN LAMBERT
90995	LORI SOUTH
1683188	LORI SPRAGG
372866	LOUIE PERALTA
242729	LOUISE SCHULTZ
411824	MAGGIE CHANEY
1061977	MAKO BOCKHOLT
279009	MARC KRUPP
894678	MARCIE PRENDIZ
166785	MARCY CARSON
925719	MARIA SALDANA
1160474	MARIA SANDEZ
1087160	MARIA VIGIL
286334	MARIA WENSZELL
178596	MARIA-DEL-PILAR AGUINAGA
22795	MARIAN FURST
1425899	MARILYN MARSHALL
843817	MARJORIE HOUGHTON

Epiq ID(s)	Name
285230	MARK D SMITH
355041	MARK LUEBKE
185092	MARLENE ALLAN
1683197	MARVIN WILLIAMSON
1476828	MARYANN JANNACE
1259039	MATT BRENNER
189364	MATT BUTTERWORTH
75850	MATT R SCHAEFFER
137393	MATT WOLENBERG
1356986	MATTHEW HOWDEN
705135	MAYA GASSMANN
422901	MEGAN CRYAN
81302	MELINDA WREN
516525	MELISSA GILES-THOMPSON
644172	MELISSA HARRIS
72716	MICHAEL BARNETT
68196	MICHAEL BECHERT
1196579	MICHAEL HARRIS
181182	MICHAEL HAYWOOD
42199	MICHAEL SAVAGE
1414475	MICHAEL TERRIEN
496769	MICHAEL UNANGST
1381017	MICHELE PETERS
632644	MICHELE TATE
588024	MICHELLE BOUDREAU
429008	MICHELLE BOVEE
1362396	MICHELLE CONNELLY
1582763	MICHELLE GOOLD
850315	MICHELLE GRIM
592142	MICHELLE KEMPEN
771320	MICHELLE POMEROY
577122	MIRELLA SMITH
200409	MOLLY HEYWOOD
356250	MOLLY KATHRYN ZURFLUEH
1043652	MONICA MADDALONE
39452	MYLIA LIDDELL
512751	NANCY G. SMITH
361153	NANCY WENZEN
6982	NATALIE RAINES
422243	NATE HAIR
773900	NATHAN HARWARD
453542	NAVIN NIKAM
563843	NEENA VAN-CAMP
108701	NICOLE HANSEN
101592; 101593	NIKIA ARTIS
80181	NINA BELENKIY
1345404	NINA PIERSON
209571	PAM DAITTILLIO
344477	PAM SCHILT
263335	PAMELA A CARR
344477	Pamela Schilt
1171442	PAT SALVATORE
71668	PATTI CALKINS
107548	PATTI CLAAR
16622	PATTI VANDETTA
1476829	PAUL JANNACE
108846	PAUL MOORE
921334	PAUL PERRY
580189	PAULA BURRELL

Epiq ID(s)	Name
519108	PAULA VOSS
1682885	PEDRO VEGA VEGA
807573	PETER KILMARTIN
828558	PETER MAGGANAS
303907	PHIL MERRELL
1299254	PHILIP BROWN
530166	PHILLIP HINSON
580954	PHILLIP JENNINGS
139565	PHYLLIS HARTMANN
486881	RACHAL THOMASSIE
442158	RACHEL BARTON
674917	RACHELLE HINNANT
1247048	RANDEE MCKEEVER
60692	RAYELLE O'REAR
1534533	REESHELL DORY
94032	RENEE CATALANO
1100645	RICHARD DEMAIO
211279	RICHARD EUGENE COSTELLO
790296	RICHARD NICHOLS
524131	RICHARD SMITH
112296	RICK KOENIGS
1696890	RICK MARIANI
528514	RICK MOORE
1518895	RICK THEILMAN
227195	RICK WINN
686967	RICKI HOCKENHULL
1613789	RITA STANZIALE
57089	ROBERT BELL
223727	ROBERT BLAKES
900089	ROBERT THOMPSON
14291	ROBIN LAWSON
409960	ROBIN SIMMONS
28161	ROLINDA CARRINGTON
844901	RON PARK
481381	RONALD B GAETA
910725; 1683043	RONNIE THOMPSON
67737	RUTH NEMIRE
429069	SALLY HALL
92491	SANDI MCKIE
1165081	SANDRA BERGHOLTZ
226318	SANDRA K LEE
226318	SANDRA K LEE (PREVIOUSLY SANDRA K MARTINSON)
1441341	SANDRA LANGHAMMER
499888	SANDRA M SOMMER
1620792	SANDRA SHEALY
285135	SANDY MCPHERSON
1247041	SARAH MCKEEVER
1178160	SCOTT B. LUDWIG
781977	SCOTT FERGUSON
165324	SCOTT HOLMAN
136627	SEAN WALLACE
978418	SETH TALBOT
8277	SHALON SMITH
850320	SHANE GRIM
207483	SHARI MEEHAN
681455	SHARI REYES
985102	SHARON KANNO
262376	SHAZIA SALERNO
618819	SHEBA DATT

Epiq ID(s)	Name
1369495	SHEILA THOMSON
194964	SHELLY MURRAY
281466	SHERRY RUSSO
1287779	SOPHIA GOSLINGS
261384	STACEY KAPELA
640667	STACEY WOODWARD
447411	STEVE GLENN
49310	STEVEN SCHNEIDER
246394	STEWART EVANS
788265	SUE LOCHEN
319758	SUE NETHERLAND
34455; 34456	SUSAN BEISERT
76940	SUSAN E SCOTT
209573	SUSAN GULBRANSON
546027	SUSAN HAYLETT
14312	SUSAN LONG
236777	SUSAN S WILLIAMS
1687151	TABITHA HARLING
72368	TAMARA LEFEVRE
1205054	TAMMY ROGERS
777411	TAMRA FINN
1481769	TANYA BRADFORD
69883	TERESA SLOBOTH ZIMMERMAN
130118	TERRY LONG
382733	TERRY WINSLOW
483705	THERESA COLGAN
189745	THERESA SCREETON
558113	TIFFINI LAWRENCE
1441739	TIMOTHY FEENEY
1383533	TINA HARDYMON
939495	TINA LEE
567649	TODD FOYE
164719	TOM KROESSIG
569721	TOM LENNOX
973718	TONI CHRISTIANSEN
14106	TRISTA R MCGINNISS
431370	TROYANA BENJAMIN
28561	TY MARTIN
169900	TYRA HENDERSON
138692	UMEEKA HENDERSON
415312; 415313	URSULA LIPKOWITZ
777962	VALERIE ARMSTRONG
326296	VALERIE BLEVINS
1268674	VALERIE STRAUSS
194109	VERNA COLE
108713	VERONICA DOHM
None	VERONICA SILVERS
227194	VIRGINIA WINN
539631	WENDE WADSWORTH
1431103	WENDY STARK
177034	WILLIAM BRIGMAN
1683158	WILLIAM D SCHAEFFER
90985	ZARY SOUTH
752033	ZOWIE BARNES



Global ID #: _____

Message Envy
 [Clinic Location Name]
 1234 This Street or That
 This City, That State 12345

Name: _____

Email: _____

Address: _____

The words “you” and “your” mean the Member listed above (and the Buyer signing below with respect to payment). The words we, our, and us refer to

d/b/a Message Envy

an independently owned and operated Message Envy® franchise. This contract is between you and us. Neither Message Envy Franchising, LLC, the entity who granted us contractual authority to independently own and operate our franchised location, nor any of its past, present, or future affiliates or subsidiaries and their respective officers, directors, incorporators, members, partners, owners, agents, management, controlling parties, entities under common control, vendors, service providers, attorneys, employees, or representatives (all of the foregoing hereafter collectively referred to as “MEF”) is a party to your Wellness Agreement or the Wellness Program. You understand and agree that neither MEF nor any of its affiliates are responsible for any acts or omissions related in any way to this Agreement or the services provided to you under this Agreement. At our sole discretion, we may change any terms or conditions of this Agreement or the features, services, or benefits provided under this Agreement or the Wellness Program. We will notify you, at the email or other address you provide in this Agreement or any updated address you subsequently provide, at least 45 days in advance of such changes becoming effective.

Wellness Benefits

You are entitled to the Wellness Benefits on the terms and conditions described below.

- One 60-minute Wellness Massage, Total Body Stretch or Healthy Skin Facial session monthly.
- Additional 60-minute Wellness Massage, Total Body Stretch or Healthy Skin Facial sessions at a discounted member rate.
- Discounts on other additional services and specified retail products. For services such as Microderm Infusion, Chemical Peel, or other advanced skin care services you may use a specific quantity of accrued but unused Wellness Benefits for payment of services.

Additional Benefit Details

Session Length: All sessions include up to a total of 10 minutes for client consultation and dressing, which occurs both pre and post service.

Cancel/Reschedule Sessions: You may cancel or reschedule an appointment with no charge by giving us notice no less than 24 hours preceding your appointment. Same day cancellations or appointment may be charged at 50% of the scheduled service price or half of one accrued but unused monthly session. If you do not call to cancel and do not show up for a scheduled appointment, you may be charged the full-service price at the rate specified in this Agreement or one full accrued but unused session.

National Reciprocity: While you are an active member, you may use your Wellness Benefits at any nationwide Message Envy® independently owned and operated location; however, prices and services offered at each location may vary and may require additional payments. You are an active member if you have timely made all monthly Wellness Agreement payments, we have not terminated or suspended this Agreement, and you have not cancelled or frozen this Agreement.

Transfer Services: While you are an active member, you can transfer one accrued but unused Wellness Massage, Total Body Stretch or Healthy Skin Facial each month to another person by paying a \$10 transfer fee. You may transfer only one accrued but unused Wellness Massage, Total Body Stretch or Healthy Skin Facial to the same person during a six (6) month period.

Initials: _____

Payment Terms

Initial Term: Your Wellness Agreement Initial Term begins on _____ and ends on _____. Your Wellness Agreement will thereafter automatically renew and continue on a month-to-month basis until cancelled by you or terminated by us in accordance with the terms of this Agreement.

Enrollment Fee: Your enrollment fee of \$ _____ is due upon signing this Agreement.

Payment(s): You've elected to pay for your Wellness Agreement:

- On a **monthly basis** in the amount of \$ _____ which will be automatically charged to your credit card on file on the _____ day of each month until this Agreement is cancelled by you or terminated by us in accordance with this Agreement. Following the initial term, we will give you at least 45 days' advance written notice of any increase in the monthly payment to your email address on record with us or to your last physical address known to us and such notice shall be effective on the date sent.
- Paid in full** in the total amount of \$ _____ You will be able to redeem all Wellness Benefits immediately.

Cancellation/Use and Accrual of Wellness Benefits

During the Initial Term, you may cancel this Agreement if: (a) you provide written proof (e.g., executed mortgage or rental agreement, utility bill, car insurance) that you have moved more than 25 miles from your residence on the date you signed this Agreement and such relocation also puts you more than 25 miles away from any Message Envy® location; or (b) you provide a written statement from your medical provider certifying that you are unable to receive massages for medical reasons; or (c) other extenuating circumstances exist that we decide in our sole discretion permit you to cancel during the Initial Term.

After the Initial Term, you may cancel this Agreement at any time upon written notice as provided herein. All cancellation requests must be submitted in writing to us at the above address or by email at Clinic0000@MessageEnvy.com and will become effective ten (10) days after the cancellation request is received by us. Any payments due under this Agreement prior to the cancellation effective date will be charged by us as scheduled. Some state laws may provide you with additional cancellation rights.

Accrual of Wellness Benefits: If you pay in full prior to or at the time of signing of this Agreement, you will be able to redeem all Wellness Benefits immediately. If you pay on a monthly basis, your Wellness Benefits will accrue monthly and may be used after each monthly payment is received provided you are an active member.

Use of Accrued but Unused Wellness Benefits: If your Agreement is not renewed, is cancelled, or is terminated for any reason (other than for any inappropriate conduct by you), you will have a 60-day period after such nonrenewal, cancellation, or termination to redeem any accrued but unused Wellness Benefits. **UPON EXPIRATION OF THE SIXTY (60) DAY PERIOD AFTER NONRENEWAL, CANCELLATION OR TERMINATION, ALL ACCRUED BUT UNUSED WELLNESS BENEFITS SHALL EXPIRE AND YOU WILL NO LONGER HAVE THE RIGHT TO USE ANY ACCRUED BUT UNUSED WELLNESS BENEFITS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO RIGHT TO RECEIVE ANY REFUNDS OR CREDITS OF ANY KIND UNDER ANY CIRCUMSTANCES FOR ANY UNUSED WELLNESS BENEFITS, INCLUDING WITHOUT LIMITATION ANY UNUSED MESSAGES.** We may, in our sole discretion, extend the time period for you to redeem accrued but unused Wellness Benefits, but we are not obligated to do so. Any such extension must be in writing signed by you and us.

To the best of our knowledge, only professional massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements are hired by us. Ask us if you would like to see a particular massage therapist's or esthetician's license or certification. Stretch services may be provided by massage therapists or, if your state and local law permit, certified personal trainers. You understand that the services we provide are not a replacement for medical care, should not be construed as a substitute for medical examination, diagnosis, or treatment, that no medical diagnosis will be made, and that you should see a medical provider for any medical issues you may have. You should consider consulting your physician before participating in any massage, skin care, stretch service, or stretching regimen. It is your responsibility to inform us of any pre-existing conditions, limitations, or specific sensitivities. Male/female genitalia and women's breasts will not be exposed or massaged at any time. Modest draping will be used during each of your services. If you do experience discomfort or pain or are uncomfortable for any reason during a service, you agree to immediately ask the therapist or esthetician to adjust the manipulation, draping, pressure, heat, or environment (or, if you prefer, you can ask the therapist or esthetician to end the service at any time). If the therapist or esthetician is unable to relieve your discomfort after you request an adjustment, you will inform the therapist or esthetician you would like to end the service immediately. If you have any concerns about your therapist or esthetician, you agree to bring it to our attention immediately following your service. Inappropriate or illegal conduct will not be tolerated in any manner. We may, in our sole discretion, refuse or discontinue a service if we determine such service may be unsafe or cause discomfort for you or if you engage in any inappropriate conduct as determined by us in our sole discretion.

We reserve the right to terminate or refuse to renew your Agreement for any reason not prohibited by law including, but not limited to, an unsatisfactory payment history. We reserve the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly payments owed. For purposes of identification and billing, you agree to provide us with current, accurate, complete, and updated information including your name, address, telephone number, and applicable payment data. You agree to notify us promptly of any changes in your information, including your payment data.

We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives. We may assign or transfer this Agreement or any of our rights under it without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent. In the event of our closure, you will be directed to another Massage Envy® franchise. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. You understand and agree that this Agreement does not grant you the privilege of exclusive or preferred access to our or any other Massage Envy® location or to any service offered at our or any other Massage Envy® location. You or any other individual may obtain access to and purchase any and all services offered by us or at any Massage Envy® location without entering into an Agreement, and you understand that this Agreement only entitles you to the benefits set forth herein.

For residents of all U.S. states except California, Maine, and Utah residents: YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS A FEE EQUAL TO THE VALUE OF ANY SERVICES RECEIVED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY (30) OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY US. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE OUR FACILITIES AND SERVICES DURING A PERIOD OF AT LEAST EIGHT (8) HOURS. ALL CANCELLATION REQUESTS MUST INCLUDE A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION PERSONALLY DELIVERED OR SENT BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, TO US. IF YOU DO NOT CANCEL WITHIN THE THREE-DAY PERIOD, YOU SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT INCLUDING THOSE RELATED TO CANCELLATION.

By signing below, you authorize us to automatically charge the card you have specified. Monthly payments will be automatically charged on or after the same day of each month until you cancel this Agreement in accordance with its terms. You understand we may continue to automatically charge your card or terminate this Agreement in accordance with its terms. Additionally, you authorize us to automatically charge your card in lieu of presenting it for any services received.

Payment Method: Credit Card ending in: ID Checked: (Member's Initials)

ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

By signing below, you understand, acknowledge, agree and hereby voluntarily accept all risk and responsibility associated with the services provided and use of any of the facilities at any Massage Envy® location. You hereby waive all claims, assume all liability, and release, hold harmless, indemnify, and agree to defend us (including our affiliates, agents, and employees), MEF, MEF's affiliates, and any other Massage Envy® location you may visit, from liability for any injury, claim, cause of action, suit, demand, and damages (including, without limitation, personal, bodily, or mental injury, property damage, economic loss, consequential damages, and punitive damages), arising from or related to (1) your failure to disclose any pre-existing conditions, limitations, or sensitivities; (2) your failure to inform your therapist or esthetician of discomfort or pain during or at the end of the service; (3) your presence on the premises of any Massage Envy® location; and/or (4) any negligence on our part (including our employees) or on the part of any other Massage Envy® franchise. You further expressly agree that this Assumption of Risk, Release, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as permitted by law and that if any portion of it is held invalid, the balance shall be valid and continue in full legal force and effect. These provisions are binding on your estate, family, heirs, administrators, personal representatives, and assigns.

YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THE PROVISIONS CONTAINED WITHIN THIS AGREEMENT, HAVE HAD ADEQUATE TIME TO REVIEW SUCH PROVISIONS BEFORE SIGNING, ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO THESE PROVISIONS IS GIVEN IN EXCHANGE FOR OUR RENDERING OF SERVICES, AND AGREE THAT THESE PROVISIONS APPLY AT EACH VISIT TO ANY MASSAGE ENVY® LOCATION. YOU ACKNOWLEDGE AND AGREE THAT EACH MASSAGE ENVY® LOCATION IS INDEPENDENTLY OWNED AND OPERATED AND YOUR AGREEMENT IS WITH US AND NOT WITH MEF OR ANY OF ITS AFFILIATES. YOU UNDERSTAND AND AGREE THAT OUR THERAPISTS AND ESTHETICIANS ARE OUR EMPLOYEES AND ARE NOT EMPLOYED BY AND ARE NOT EMPLOYEES OF MEF OR ANY OF ITS AFFILIATES. YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME SHALL YOU HAVE A RIGHT TO, NOR SHALL YOU, ASSERT OR BRING ANY CLAIM, DEMAND, OR LEGAL ACTION AGAINST MEF OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER MEF NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR (i) ANY OBLIGATIONS OR LIABILITIES RELATING TO OR ARISING FROM THIS AGREEMENT; (ii) ANY CLAIM BASED ON, IN RESPECT OF, OR BY REASON OF THE RELATIONSHIP BETWEEN YOU AND US; OR (iii) ANY CLAIM BASED UPON ANY ALLEGED UNLAWFUL ACT OR OMISSION BY US OR ANY OTHER MASSAGE ENVY® LOCATION.

MEMBER SIGNATURE

MEMBER NAME PRINTED

BUYER SIGNATURE (if different than Member)

BUYER NAME PRINTED