

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

**IF YOU ARE CURRENTLY A MEMBER OF A MASSAGE ENVY® SPA, OR WERE AT ANY TIME PRIOR TO
JUNE 30, 2016, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

A court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed settlement has been reached in the nationwide class action lawsuits, *Donna Zizian v. Massage Envy Franchising, LLC*, Civ. No. 16-CV-00783-DMS-BGS and *Michelle Bandell, et al. v. Massage Envy Franchising, LLC*, Civ. No. 16-CV-01236-DMS-BGS. These lawsuits challenge provisions in membership agreements used by Massage Envy® franchised locations impacting members’ ability to use accrued massages after membership cancellation, termination, or nonrenewal. Massage Envy Franchising, LLC denies all allegations. These lawsuits were filed and this settlement (“Zizian Settlement”) was reached after the Court denied final approval of a proposed settlement in the lawsuit entitled *Hahn v. Massage Envy Franchising, LLC* (“Hahn Action”). **If you received a notice concerning the proposed settlement in the Hahn Action, please read this Notice carefully as the benefits available to you may have changed.**
- The Zizian Settlement provides benefits to those individuals who had a membership at a Massage Envy® Franchise within the United States that was cancelled, terminated for non-payment, or not renewed between **March 7, 2015, and June 30, 2016**, and who have at least one accrued unused 50-minute member massage resulting from their membership cancellation, termination, or nonrenewal.
- The Zizian Settlement also provides benefits to those individuals who were active members of a Massage Envy® Franchise within the United States as of **June 30, 2016**, meaning that the individual’s account was current, suspended, or frozen, and had not been cancelled, terminated, or not renewed as of that date.
- Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
CANCELLED MEMBERS MUST SUBMIT A REINSTATEMENT REQUEST TO RECEIVE BENEFITS	If your membership at a Massage Envy® Franchise was cancelled, terminated for non-payment, or not renewed between March 7, 2015, and June 30, 2016 , and you have at least one accrued unused 50-minute member massage resulting from your membership cancellation, termination, or nonrenewal, you are a “Cancelled Member” and must submit a valid reinstatement request, as described below, to receive any benefits under the Zizian Settlement. If you are a Cancelled Member, the submission of a reinstatement request is the only way to receive benefits. Even if you previously submitted a reinstatement request for the Hahn settlement, you must submit another reinstatement request to receive your reinstated massages
AUTOMATIC BENEFIT TO ACTIVE MEMBERS	If you were an active member of a Massage Envy® Franchise as of June 30, 2016 , meaning that your account was current, suspended, or frozen, and had not been cancelled, terminated, or not renewed, you are an “Active Member.” If the Zizian Settlement is approved and you do not exclude yourself, you will automatically receive 60 days after membership cancellation, termination, or nonrenewal to use or transfer all accrued unused massages under your membership agreement’s terms.
ACTIVE MEMBERS ALTERNATIVE BENEFIT	If you are an Active Member, instead of the automatic benefit, you may elect to receive a 180-day period after membership termination, cancellation, or nonrenewal to use 75% of any accrued unused massages, but they cannot be transferred and must be used by you at your Home Clinic. Active Members may also make a one-time new Home Clinic designation but only if they elect the 180-day period. To receive this benefit, you must submit an Election of Benefit Form as described below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no benefit from the Zizian Settlement, but retain your right to sue on your own behalf.
OBJECT	Write to the Court about why you do not like the Zizian Settlement.
GO TO A HEARING	Ask to speak to the Court about why you do not like the Zizian Settlement.
DO NOTHING	If you are a Cancelled Member and do nothing, you will not receive any benefit under the Zizian Settlement. If you are an Active Member and do nothing, you will automatically receive 60 days after membership cancellation, termination, or nonrenewal to use or transfer all accrued unused massages under your membership agreement’s terms. Whether you are a Cancelled Member or an Active Member, if you do nothing, you will be bound by the terms of the Zizian Settlement if finally approved, and will not be able to sue on your own behalf at a later time.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve the *Zizian* Settlement. *Zizian* Settlement benefits will be available if the Court approves it and after any potential appeals are resolved. Please be patient and check back to the Settlement Website (www.MassageSettlement.com) to find out whether the *Zizian* Settlement has been approved and when settlement benefits may be available.

BASIC INFORMATION

WHY DID I GET THIS NOTICE?

You received this Court-Ordered Notice because records indicate that you were a member of a Massage Envy® Franchise in the United States prior to **June 30, 2016**, and you have a right to know about the proposed *Zizian* Settlement and all your options before the Court decides whether to approve it. If the Court approves the *Zizian* Settlement and after any objections and appeals are resolved, *Zizian* Settlement benefits will be provided. You will be informed of the progress of the *Zizian* Settlement on the Settlement Website at www.MassageSettlement.com.

The *Zizian* Settlement settles two cases: (1) *Donna Zizian v. Massage Envy Franchising, LLC*, U.S. District Court, S.D. Cal., Case No. 16-CV-00783-DMS-BGS, and (2) *Michelle Bandell, David Eigarsh, Charlene Panos, Jeanette Rawls, Jennifer Walker and Alex Zennaro, individually and on behalf of all others similarly situated, v. Massage Envy Franchising, LLC, a Delaware Limited Liability Company*, U.S. District Court, S.D. Cal. Case No. 16-CV-01236-DMS-BGS. The Court in charge of these lawsuits is the United States District Court for the Southern District of California. The people who filed these lawsuits are called Plaintiffs or Class Representatives and the company they sued, Massage Envy Franchising, LLC (“MEF”), is called the Defendant.

This Notice explains the lawsuits, the *Zizian* Settlement, your legal rights, what *Zizian* Settlement benefits are available, who is eligible for them, and how to get them.

WHAT ARE THESE LAWSUITS ABOUT?

These nationwide class action lawsuits claim that the expiration of unused accrued massages after membership cancellation, termination, or nonrenewal, referred to herein as “Unutilized Massages,” is an unlawful business practice and/or a breach of the membership agreement. Unutilized Massages specifically means (i) for Cancelled Members: the monthly 50-minute member massage(s) accrued and available for use during membership that remain unused as of June 30, 2016, and (ii) for Active Members, the monthly 50-minute member massages that have accrued or will accrue during membership but will expire and therefore become unavailable for use after membership cancellation, termination, or nonrenewal.

These lawsuits seek changes in the membership agreement, seek additional time for Active Members to use Unutilized Massages after membership cancellation, termination, or nonrenewal, and seek reinstatement of expired Unutilized Massages, among other things. MEF denies that it did anything wrong.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, the “Class Representatives” (in this case, Donna Zizian, Michelle Bandell, David Eigarsh, Charlene Panos, Jeanette Rawls, Jennifer Walker, and Alex Zennaro) sued on behalf of themselves and other people with similar claims nationwide who are called Class Members. Cancelled Members and Active Members are Class Members. Donna Zizian seeks to be appointed as the Class Representative for the Active Members. Michelle Bandell, David Eigarsh, Charlene Panos, Jeanette Rawls, Jennifer Walker, and Alex Zennaro seek to be appointed as the Class Representatives for the Cancelled Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class. United States District Judge Dana M. Sabraw is in charge of both lawsuits.

WHY IS THERE A SETTLEMENT?

The Court did not decide who was right in the lawsuits or whether the Class Representatives were entitled to any recovery from MEF. Instead, both sides agreed to a settlement. That way, they avoid the costs and delay of further legal proceedings and the people affected will get the benefits of the *Zizian* Settlement. The Class Representatives and their attorneys think the *Zizian* Settlement is best for all Class Members.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

To see if you will be part of the *Zizian* Settlement, you must determine whether you are a Class Member.

You are a Class Member if either:

- Your membership at a Massage Envy® Franchise within the United States was cancelled, terminated for non-payment, or not renewed between March 7, 2015, and June 30, 2016, and you have at least one accrued unused 50-minute member massage (“Cancelled Members”); or
- You were an active member of a Massage Envy® Franchise within the United States as of June 30, 2016, meaning that your account was current, suspended, or frozen and had not been cancelled, terminated, or not renewed (“Active Members”).

Excluded from the Class are MEF and any person, firm, trust, corporation, or other entity related to or affiliated with MEF, Legacy Members, and any member whose membership was terminated for inappropriate or illegal conduct. Legacy Members are those members of a Massage Envy® Franchise whose Membership Agreements expressly state that accrued monthly massages may be used indefinitely after membership termination, cancellation, or non-renewal. Also excluded are any judge, justice, judicial officer, or judicial staff of the court overseeing the lawsuits.

HOW IS THIS LAWSUIT DIFFERENT THAN *HAHN v. MASSAGE ENVY FRANCHISING, LLC*?

You may have previously received notice of a proposed class action settlement in the related *Hahn* Action. If you previously received notice in the *Hahn* Action, your rights may be affected by the *Zizian* Settlement and you may only be eligible for benefits under the *Zizian* Settlement. This Notice relates only to the *Zizian* Settlement.

The Court denied, without prejudice, the final approval of the proposed original settlement in the *Hahn* Action. The parties have since reached separate proposed agreements to resolve the claims in these lawsuits and in the *Hahn* Action.

If your membership at a Massage Envy® Franchise within the United States was cancelled, terminated for non-payment, or not renewed between **December 7, 2007, and March 6, 2015**, and you have at least one accrued unused 50-minute member massage, you are a class member in the *Hahn* Action and may be entitled to benefits under the proposed amended settlement in the *Hahn* Action. You can learn more about the *Hahn* Action and the proposed amended settlement in that lawsuit at www.massagememberclassaction.com. If you are a class member in the *Hahn* Action, you are not affected by the *Zizian* Settlement and are not entitled to any benefits under the *Zizian* Settlement.

If your membership at a Massage Envy® Franchise within the United States was cancelled, terminated for non-payment, or not renewed between **March 7, 2015, and June 30, 2016**, and you have at least one accrued unused 50-minute member massage, or if you were an active member of a Massage Envy® Franchise within the United States as of **June 30, 2016**, meaning that your account was current, suspended, or frozen and had not been cancelled, terminated, or not renewed, you are not a Class Member in the *Hahn* Action, you are a Class Member in these lawsuits, and are only entitled to benefits under the *Zizian* Settlement. The benefits under the *Zizian* Settlement are different than those about which you may have been notified in the proposed original settlement in the *Hahn* Action.

I'M STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are included in the *Zizian* Settlement, you can ask for free help. You can call 1 (888) 372-6327 for more information or review all the settlement documents at this website.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the *Zizian* Settlement provides several forms of relief; however, it does not provide for a refund or any other monetary relief.

Reinstatement of Cancelled Members’ Unutilized Massages: Cancelled Members who timely submit a valid Reinstatement Request (as described below) will have approximately 75% of their Unutilized Massages reinstated based on the formula described below. Upon final approval of the *Zizian* Settlement, these Cancelled Members will have 180 days following the Reinstatement Date to use the reinstated massages, but only at their Home Clinic and they may not transfer them. Cancelled Members who have moved more than 25 miles since membership cancellation, termination, or nonrenewal also may make a one-time new Home Clinic designation when submitting a Reinstatement Request by providing the required documentation.

Automatic Extended Time for Active Members: Active Members who do not opt out of the *Zizian* Settlement will automatically receive 60 days after membership cancellation, termination, or nonrenewal to use or transfer all of their Unutilized Messages, subject to their Membership Agreement’s terms.

Benefit Election for Active Members: Alternatively, each Active Member who timely submits a valid Election of Benefit Form (as described below) may elect to have a 180 day period after membership cancellation, termination, or nonrenewal to use approximately 75% of their Unutilized Messages (the “Redeemable Unutilized Messages”) based on the formula described below. Active Members may make a one-time new Home Clinic designation in the Election of Benefit Form. Redeemable Unutilized Messages may only be used at the member’s Home Clinic and are nontransferable. An Active Member who elects the 180 period cannot later elect the automatic 60-day benefit.

Injunctive Relief: For 2 years after the *Zizian* Settlement becomes effective, MEF shall make and keep in place as a system standard the “FreezePlus” Program. The FreezePlus program allows a member of a Massage Envy® Franchise to remain an active member by paying a reduced monthly fee in an amount to be determined by the member’s Home Clinic, for up to a 6 month period, during which time the member can continue to redeem any accrued but unused massages without being required to make regular monthly payments. For 2 years after the *Zizian* Settlement becomes effective, MEF will provide template membership agreements, cancellation forms, and talking points to the Massage Envy® Franchisees for their use that clearly and conspicuously disclose that any accrued but unused monthly membership massages will expire and will not be available for use if not used or transferred within 60 days after membership cancellation, termination, or nonrenewal. MEF shall make and keep in force as a system standard the specific provisions in the template membership agreements, cancellation forms, and talking points that clearly and conspicuously make these disclosures.

HOW WILL REINSTATED MESSAGES OR REDEEMABLE UNUTILIZED MESSAGES BE CALCULATED?

The number of massages to be reinstated for Cancelled Members timely submitting a valid Reinstatement Request depends on the number of Unutilized Messages the Cancelled Member has. Similarly, for Active Members who submit a timely and valid Election of Benefit Form, the number of Redeemable Unutilized Messages will depend on the number of Unutilized Messages remaining upon membership cancellation, termination, or nonrenewal.

Number of Unutilized Messages	Reinstated/Redeemable Unutilized Messages
One	One 50-minute massage
Two	One 90-minute massage
Three	Two 50-minute massages
Four	Three 50-minute massages
Five	Three 50-minute massages
Six	Four 50-minute massages
Seven	Five 50-minute massages
Eight	Six 50-minute massages
Nine	Six 50-minute massages
Ten	Seven 50-minute massages
Eleven or more	0.75 x Number of Unutilized Messages (Rounded Down to Nearest Whole Number)

HOW DO CANCELLED MEMBERS RECEIVE A REINSTATED MESSAGE?

To qualify for reinstatement of any Unutilized Messages, a Cancelled Member must submit a valid Reinstatement Request by October 18, 2016. Cancelled Members who timely submit a valid Reinstatement Request will have at least one Unutilized Message reinstated consistent with the formula described in the above chart and as set forth in the *Zizian* Settlement Agreement for use only during the 180 days following the Reinstatement Date. Reinstated massages may be used only at the Member’s Home Clinic and are not transferable. If you are a Cancelled Member and moved more than 25 miles from your Home Clinic since membership cancellation, termination, or nonrenewal, you may also make a one-time change in the designation of your Home Clinic when submitting a Reinstatement Request, but must provide the required documentation described below.

To make a Reinstatement Request, you must enter your Unique ID Code, found on the notice you received by email or mail, in the space provided on this website or by clicking www.massagesettlement.com and entering the Unique ID Code there. If you do not have your Unique ID Code, you can call 1 (888) 372-6327 to obtain it. You must have a Unique ID Code to submit a valid Reinstatement Request.

If you would like a copy of a Reinstatement Request form to fax, email or mail to the Settlement Administrator, you can call 1 (888) 372-6327 to obtain it.

If you are a Cancelled Member and do not submit a valid Reinstatement Request in a timely manner, you will not have any massages reinstated under the *Zizian* Settlement, if approved, and you will not be entitled to receive a refund or any other kind of monetary relief.

YOUR REINSTATEMENT REQUEST MUST BE SUBMITTED ON THIS WEBSITE, VIA EMAIL, OR BY FAX NO LATER THAN OCTOBER 18, 2016, OR, IF BY MAIL, POSTMARKED NO LATER THAN OCTOBER 18, 2016, TO THE SETTLEMENT ADMINISTRATOR.

HOW DO ACTIVE MEMBERS RECEIVE A BENEFIT?

Active Members can do nothing and receive a benefit under the *Zizian* Settlement, if approved. If the *Zizian* Settlement is approved and you are an Active Member who does not opt out, you will automatically receive 60 days after membership cancellation, termination, or nonrenewal to use or transfer all of your Unutilized Massages subject to your Membership Agreement's terms.

HOW DO ACTIVE MEMBERS SUBMIT AN ELECTION OF BENEFIT FORM?

Alternatively, if you are an Active Member, you may elect instead to receive a 180-day period after membership cancellation, termination, or nonrenewal to use 75% of any accrued unused massages, but they cannot be transferred and must be used by you at your Home Clinic.

Active Members must submit a valid Election of Benefit Form by October 18, 2016 to obtain the 180-day period benefit. Active Members may also designate a new Home Clinic in the Election of Benefit Form. If you are an Active Member and do not timely submit a valid Election of Benefit Form or opt out of the *Zizian* Settlement, you will still automatically receive 60 days after membership cancellation, termination, or nonrenewal to use and transfer all of your Unutilized Massages subject to your Membership Agreement's terms. If you are an Active Member and do not timely submit a valid Election of Benefit Form, you may not designate a new Home Clinic under or pursuant to the *Zizian* Settlement.

To submit an Election of Benefit Form, if you are an Active Member, you must enter your Unique ID Code, found on the notice you received by email or mail, in the space provided on this website or by clicking www.massagesettlement.com and entering the Unique ID Code there. If you do not have your Unique ID Code, you can call 1 (888) 372-6327 to obtain it. You must have a Unique ID Code to submit a valid Election of Benefit Form.

If you would like a copy of an Election of Benefit Form to fax, email, or mail to the Settlement Administrator, you can call 1 (888) 372-6327 to obtain it. If you timely submit a valid Election of Benefit Form, you cannot later decide that you want the automatic benefit available to Active Members.

YOUR ELECTION OF BENEFIT FORM MUST BE SUBMITTED ON THIS WEBSITE, VIA EMAIL, OR BY FAX NO LATER THAN OCTOBER 18, 2016, OR, IF BY MAIL, POSTMARKED NO LATER THAN OCTOBER 18, 2016, TO THE SETTLEMENT ADMINISTRATOR.

HOW DO I MAKE A REQUEST FOR A NEW HOME CLINIC?

In the Reinstatement Request, Cancelled Members who have moved more than 25 miles from their Home Clinic since membership cancellation, termination, or nonrenewal may make a one-time designation of a new Massage Envy® Franchise as their Home Clinic where reinstated massages may be used. To make this one-time designation, you must provide the Settlement Administrator with written proof of your new home address so that the Settlement Administrator may determine whether you moved more than 25 miles from your Home Clinic since membership cancellation, termination, or nonrenewal. Sufficient proof includes anything mailed to you by an independent unaffiliated third party—such as utilities, bills, etc.—or a current deed or rental agreement showing your current address.

Active Members who elect the 180-day period, as described above, may designate a new Massage Envy® Franchise as their Home Clinic on a one-time basis, regardless of whether they have moved or not, in the Election of Benefit Form. Active Members who do not elect the 180-day period may not designate a new Home Clinic under or pursuant to the *Zizian* Settlement.

WHEN WOULD I RECEIVE MY SETTLEMENT BENEFITS?

Judge Sabraw will hold a Final Approval Hearing on January 13, 2017, to decide whether to approve the proposed *Zizian* Settlement. If Judge Sabraw approves the proposed *Zizian* Settlement and there are no appeals, settlement benefits will be available approximately 60 days after the Judge's approval. That means if you are a Cancelled Member, reinstated massages will be available approximately 60 days after the Judge's approval. If you are an Active Member, approximately 60 days after the Judge's approval, you will automatically receive 60 days after membership cancellation, termination, or nonrenewal to use and transfer any Unutilized Massages. If you are an Active Member who elected the 180-day period, you will have 180 days after membership cancellation, termination, or

nonrenewal to use Redeemable Unutilized Massages at your Home Clinic starting approximately 60 days after the Judge approves the *Zizian* Settlement.

It is possible there will be appeals related to final approval, any attorneys' fees or costs awarded, or any incentive award to the Class Representatives. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. This website will be updated with current *Zizian* Settlement information, including if final approval is entered and the date when any settlement benefits will be available. Please be patient.

AM I GIVING UP ANY LEGAL RIGHTS BY STAYING IN THE CLASS?

Yes. Unless you exclude yourself, you will agree to a "Release" of claims as described in the Settlement Agreement. You will remain in the Class and that means you cannot sue, continue to sue, or be part of any other lawsuit against MEF or any Massage Envy® Franchise about the legal issues in these lawsuits. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement Agreement www.massagesettlement.com for the full language of the legal claims you will give up if you remain in the *Zizian* Settlement.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves the *Zizian* Settlement, you will be included in the settlement and be bound by its release of claims as described in the immediately preceding section. If you are a Cancelled Member and do not timely submit a valid Reinstatement Request as explained above, none of your Unutilized Massages will be reinstated and you will receive no benefit from the *Zizian* Settlement. If you are an Active Member and do nothing, if the *Zizian* Settlement is finally approved, you will automatically have 60 days after membership cancellation, termination, or nonrenewal to use or transfer your Unutilized Massages consistent with your Membership Agreement's terms.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive any of the benefits of the *Zizian* Settlement, but you want to keep the right to sue or continue to sue MEF or the Massage Envy® Franchisees on your own about the legal issues in these lawsuits, then you must take steps to get out. This is called excluding yourself from the settlement (also referred to as "opting out").

HOW DO I EXCLUDE MYSELF FROM THE ZIZIAN SETTLEMENT?

To exclude yourself from the *Zizian* Settlement, you must send a written statement, either by mail, facsimile, or email, to the Settlement Administrator saying that you want to be excluded from the lawsuits entitled *Donna Zizian. v. Massage Envy Franchising, LLC*, or *Michelle Bandell, et al. v. Massage Envy Franchising, LLC*. Be sure to include your name, address, telephone number, and your Unique ID Code. You cannot exclude yourself by phone. A sample request for exclusion letter is available at www.massagesettlement.com.

To be valid, your request for exclusion must be submitted or postmarked (if by mail) by October 18, 2016:

Zizian v. Massage Envy Franchising, LLC
C/O GCG
PO Box 10314
Dublin, OH 43017-5914
Fax: (614) 553-1409
info@massagesettlement.com

If you are a Cancelled Member and ask to be excluded, you will not have any Unutilized Massages reinstated and cannot object to the *Zizian* Settlement. If you are an Active Member and ask to be excluded, you will not receive 60 days after membership cancellation, termination, or nonrenewal to use or transfer Unutilized Massages unless your Home Clinic separately agrees to give you 60 days, and you cannot object to the *Zizian* Settlement. If you ask to be excluded from the *Zizian* Settlement, you will receive no benefits, you will not be legally bound by the "Release" (described above in the section titled "AM I GIVING UP ANY LEGAL RIGHTS BY STAYING IN THE CLASS?"), and you will not be legally bound by anything that happens in these lawsuits, even if the Court finally approves the *Zizian* Settlement.

WHAT IF I ALREADY RECEIVED NOTICE AND PREVIOUSLY EXCLUDED MYSELF?

You may have received notice informing you of a settlement in the *Hahn* Action as described above. If you previously excluded yourself from the *Hahn* Action and are a Cancelled Member or Active Member, you must still affirmatively exclude yourself from the *Zizian* Settlement by sending a written statement, either by mail, facsimile, or email, to the Settlement Administrator saying that you want to be excluded as described above. **If you do nothing, you will be bound by the release of claims in the *Zizian* Settlement.** To exclude yourself from the *Zizian* Settlement, follow the instructions above.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the *Zizian* Settlement or some part of it. This is called objecting to the settlement.

HOW DO I OBJECT TO THE ZIZIAN SETTLEMENT?

If you're a Cancelled Member or an Active Member and have not excluded yourself, you can object to the *Zizian* Settlement or the Settlement Agreement if you do not like any part of it. You can also object to any award of attorneys' fees and costs requested by Class Counsel or any service award requested by any of the Class Representatives. You must give reasons for the objection and why you think the Court should not approve the *Zizian* Settlement, or any request for an award of attorneys' fees and costs, or any request for a service award, as fair, adequate, and reasonable, or why the requests for attorneys' fees and costs or service awards should not be granted in part or in full. The Court will consider your views.

To object in writing, state that you object to the *Zizian* Settlement in the lawsuits entitled *Donna Zizian v. Massage Envy Franchising, LLC*, U.S. District Court, S.D. Cal., Case No. 3:16-CV-00783-DMS-BGS, or *Michelle Bandell et al. v. Massage Envy Franchising, LLC*, U.S. District Court, S.D. Cal. Case No. 16-CV-01236-DMS-BGS; your full name; your current address; all grounds for the objection; whether you are represented by counsel and, if so, the identity of such counsel; identify any case, by name, court, and docket number, in which you or your attorney, if any, has objected to a settlement in the last three years; your signature. Please include any documents supporting your objection.

Submit any written objection postmarked by October 18, 2016 to:

Zizian v. Massage Envy Franchising, LLC
C/O GCG
PO Box 10314
Dublin, OH 43017-5914
Fax: (614) 553-1409
info@massagesettlement.com

Even if you object to the *Zizian* Settlement and the *Zizian* Settlement is approved by the Court, you will be entitled to all of its settlement benefits and you will be bound by all of its terms. If you are a Cancelled Member, you still must submit a timely and valid Reinstatement Request to receive any reinstated massage, however.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the *Zizian* Settlement. You can object only if you stay a Class Member. Excluding yourself is telling the Court that you do not want to be a Class Member, you do not want to be a part of these lawsuits, and you do not want to receive any of the benefits under the Settlement Agreement. If you exclude yourself, you have no basis to object to the *Zizian* Settlement or the Settlement Agreement, any requested award of attorneys' fees and costs by Class Counsel, or any service award requested by any Class Representative because these lawsuits no longer affect you.

MAY I SPEAK AT THE FINAL APPROVAL HEARING?

Judge Sabraw will hold a Final Approval Hearing on January 13, 2017 to decide whether the *Zizian* Settlement is fair, reasonable, and adequate and whether the *Zizian* Settlement and Settlement Agreement may be finally approved. At the Final Approval Hearing, Judge Sabraw will also decide whether to award any attorneys' fees and costs to Class Counsel and whether to award a service payment to any of the Class Representatives. If there are objections, the Court will consider them. Judge Sabraw will listen to the people who ask to speak at the hearing and will decide how much to pay Class Counsel and each of the Class Representatives. You may attend and ask to speak at the Final Approval Hearing, but you do not have to. Class Counsel will represent all Class Members at the hearing, and will answer any questions that Judge Sabraw may have. But you are welcome to attend or have your own attorney attend at your own expense. If you filed an objection, you do not have to attend the hearing. The Court will consider it whether or not you attend.

After the hearing, Judge Sabraw will decide whether to approve the *Zizian* Settlement, whether to award any attorneys' fees and costs to Class Counsel, and whether to award a service payment to any of the Class Representatives. We do not know how long these decisions will take.

If you intend to speak at the Final Approval Hearing, you are strongly encouraged to file with the Court and serve by hand or by first-class mail on Class Counsel and Defendant's counsel a Notice of Intention to Appear by October 18, 2016. Please include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to the Court in connection with the Final Approval Hearing.

CLASS COUNSEL	MESSAGE ENVY FRANCHISING, LLC COUNSEL
ACTIVE MEMBER CLASS COUNSEL Frank J. Johnson Brett M. Weaver JOHNSON & WEAVER LLP 600 W. Broadway #1540 San Diego, CA 92101	Luanne Sacks Sacks, Ricketts & Case LLP 177 Post Street, Suite 650 San Francisco, CA 94108
CANCELLED MEMBER CLASS COUNSEL Joshua H. Eggnatz Michael J. Pascucci EGGNATZ, LOPATIN, PASCUCCI, LLP 5400 S. University Dr., Suite 417 Davie, FL 33328-5313	

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE CASE?

Donna Zizian and the Active Members are represented by Frank J. Johnson and Brett M. Weaver of Johnson & Weaver LLP.

Michelle Bandell, David Eigarsh, Charlene Panos, Jeanette Rawls, Jennifer Walker, and Alex Zennaro and the Cancelled Members are represented by Joshua H. Eggnatz of Eggnatz, Lopatin & Pascucci, LLP.

You will not be charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense. Any Class Member who does not enter an appearance through his or her own counsel or appears on his or her own account is represented by Class Counsel. You can contact Class Counsel as follows:

CANCELLED MEMBER CLASS COUNSEL

Joshua H. Eggnatz
 Email: jeggnatz@elplawyers.com
 Michael J. Pascucci
 Email: mpascucci@ELPLawyers.com
 EGGNATZ, LOPATIN, PASCUCCI, LLP
 5400 S. University Dr., Suite 417
 Davie, FL 33328-5313
 Telephone: (954) 889-3359
 Facsimile: (954) 889-5913

ACTIVE MEMBER CLASS COUNSEL

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HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve an attorneys' fees and expense award up to an aggregate amount of \$810,000. MEF has agreed not to object to Class Counsel's request provided it does not exceed \$810,000 in the aggregate for attorneys' fees and expenses to Class Counsel. The Class Representatives will ask the Court to approve a payment of a maximum of \$1,000 each for Michelle Bandell, David Eigarsh, Charlene Panos, Jeanette Rawls, Jennifer Walker, and Alex Zennaro and a maximum of \$2,000 for Donna Zizian for their respective assistance in prosecuting these lawsuits on behalf of the Class. MEF has agreed not to object to these requests by the Class Representatives provided these amounts are not exceeded. MEF's payment of these attorneys' fees, expenses, and service awards will not diminish the settlement benefits provided to the Class Members. MEF will also separately pay the reasonable costs associated with administering the *Zizian* Settlement. Class Counsel will file an application for attorneys' fees and service award no later than October 4, 2016.