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FILED
Clerk of the Superior Court

APR 01 2022

By: A. Taylor, Deputy

~~ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego~~

~~03/16/2022 at 05:55:53 PM~~

~~Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JENNA NOVOTNY, individually and on behalf)
of all others similarly situated,)

Plaintiff,)

vs.)

MASSAGE HEIGHTS FRANCHISING, LLC, a)
Texas limited liability company; and DOES 1-)
50, inclusive,)

Defendants.)

Case No. 37-2020-00017688-CU-BT-CTL

~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE

*Assigned for all purposes to the
Honorable Joel R. Wohlfeil, Dept. C-73*

Date Action Filed: May 29, 2020

1 WHEREAS, Plaintiff Jenna Novotny (“Plaintiff”) filed a putative class action lawsuit against
2 Defendant Massage Heights Franchising, LLC (“Defendant”) that is currently pending in this Court,
3 entitled *Jenna Novotny v. Massage Heights Franchising, LLC*, Case No. 37-2020-00017688-CU-BT-
4 CTL (the “Action”);

5 WHEREAS, this Court has reviewed and considered (1) Plaintiff’s Motion for Preliminary
6 Approval of Class Action Settlement based on the Amended Settlement Agreement and Release (the
7 “Agreement”); (2) the papers filed and arguments made in connection therewith; and (3) the
8 Agreement and the exhibits attached thereto;

9 WHEREAS, this Court preliminarily finds that, for purposes of this Settlement only, the
10 Action meets all the prerequisites of California Code of Civil Procedure § 382 and California Civil
11 Code § 1781, including numerosity, ascertainability, community of interest, predominance of
12 common issues, superiority and typicality, and that Plaintiff and Class Counsel are adequate
13 representatives of the Class; and

14 WHEREAS, this Court preliminarily finds that the Action was settled as a result of arm’s-
15 length negotiations, and investigation and discovery sufficient to permit counsel and the Court to act
16 knowingly, and counsel are experienced in similar litigation.

17 THEREFORE, for good cause appearing, it is hereby ordered as follows:

18 1. The Court hereby preliminarily approves the Agreement as filed with the Court on
19 March 16, 2022, and the terms and conditions of settlement set forth in the Agreement, subject to
20 further consideration at the Final Approval Hearing, as applicable. All capitalized terms and
21 definitions used herein have the same meanings as set forth in the Agreement.

22 2. Pursuant to California Code of Civil Procedure § 382, California Civil Code § 1781,
23 and California Rules of Court, Rule 3.769, the Court hereby approves the Agreement and certifies for
24 settlement purposes only the Class consisting of:

25 All individuals who enrolled in a Membership at a Retreat at any time prior to
26 July 19, 2016, and whose Membership terminated as a result of cancellation,
27 nonrenewal, or nonpayment prior to [date of Preliminary Approval] with one or
28 more Unutilized Massages.

1 3. Having considered the Notice Program in the Agreement, the Court hereby approves
2 the contents and form of the Notice attached as Exhibit 1 hereto.

3 4. The Parties are hereby authorized to administer and supervise the Notice Program as
4 more fully set forth in the Agreement as follows:

5 a. Notice shall be provided directly to Class Members via the mailing of a long-
6 form, comprehensive notice packet, attached hereto as Exhibit 1, as well as through the
7 Settlement Website.

8 b. Upon this Order, but not later than sixty (60) days before the Final Approval
9 Hearing or as otherwise ordered by the Court, the Settlement Administrator shall implement
10 the Notice Program provided in the Agreement and send Notice to the Class. In doing so, the
11 Settlement Administrator shall use the form of Notice attached as Exhibit 1 hereto. Among
12 other information about the Settlement, the Notice shall include:

- 13 (i) a description of the material terms of the Settlement;
14 (ii) a deadline by which Class Members may exclude themselves from or
15 opt out of the Settlement;
16 (iii) a deadline by which Class Members may object to the Settlement;
17 (iv) a deadline by which Class Members may submit a Reinstatement
18 Request;
19 (v) a date for the Final Approval Hearing; and
20 (vi) the website domain for the Settlement Website.

21 c. Class Counsel and Defendant's Counsel shall insert the correct dates and
22 deadlines in the Notice before the Notice Program commences, based upon those dates and
23 deadlines set by the Court in the Preliminary Approval Order. The Notice and publications
24 provided under or as part of the Notice Program shall not bear or include Defendant's logos
25 or trademarks, Defendant's return address, or otherwise be styled to appear to originate from
26 Defendant.

27 d. The Notice shall also inform the Class Members how to submit a
28 Reinstatement Request and the impact and effect of not doing so.

1 e. If a mail notice is returned as undeliverable, the Settlement Administrator will
2 use reasonable efforts to locate a current mailing address for the Class Member and re-mail
3 the notice to the current address.

4 f. The Settlement Administrator shall provide Class Counsel and Defendant's
5 Counsel a declaration confirming that the Notice Program was completed in a timely manner
6 and identifying any opt-outs that were timely received. Class Counsel shall file that
7 declaration with the Court no less than five (5) court days prior to the commencement of the
8 Final Approval Hearing.

9 5. The Court finds that the Notice to the Class Members regarding the Settlement of this
10 Action, including the method of dissemination to the Class Members in accordance with the terms of
11 this Order constitute the best notice practicable under the circumstances and constitute valid, due, and
12 sufficient notice to all Class Members, complying fully with the requirements of California Code of
13 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court, Rule 3.766, the
14 California and United States Constitutions, and any other applicable law.

15 6. All Settlement Administrator fees, charges, and expenses reasonably incurred shall be
16 paid/cause to be paid by Defendant within thirty (30) days of Class Counsel's and Defendant's
17 Counsel's mutual receipt and approval of an invoice evidencing the same.

18 7. The Notice also shall include a procedure for Class Members to object to the
19 Settlement, to Class Counsel's application for the Fee and Expense Amount, and/or to Plaintiff's
20 Service Award. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and
21 the Settlement Administrator. For an objection to be considered by the Court, the objection must be
22 received by the Court, Class Counsel, and the Settlement Administrator no later than nine (9) court
23 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. For an objection to
24 be considered by the Court, the objection must also set forth:

- 25 a. the name of the Action;
- 26 b. the objector's full name, address, and telephone number;
- 27 c. an explanation of the basis upon which the objector claims to be a Class Member;
- 28 d. all grounds for the objection, accompanied by any legal support for the objection

- 1 known to the objector or the objector's counsel;
- 2 e. the number of times in which the objector has objected to a class action settlement
- 3 within the five (5) years preceding the date that the objector submits the objection,
- 4 the caption of each case in which the objector has made such objection, and a copy
- 5 of any orders related to or ruling upon the objector's prior such objections that
- 6 were issued by the trial and appellate courts in each listed case;
- 7 f. the identity of all counsel who represent the objector, including any former or
- 8 current counsel who may be entitled to compensation for any reason related to the
- 9 objection;
- 10 g. the number of times in which the objector's counsel and/or counsel's law firm have
- 11 objected to a class action settlement within the five (5) years preceding the date
- 12 that the objector submits the objection, the caption of each case in which the
- 13 counsel or the firm has made such objection, and a copy of any orders related to or
- 14 ruling upon counsel's or the firm's prior such objections that were issued by the
- 15 trial and appellate courts in each listed case;
- 16 h. any and all agreements that relate to the objection or the process of objecting –
- 17 whether written or verbal – between objector or objector's counsel and any other
- 18 person or entity;
- 19 i. the identity of all counsel representing the objector who will appear at the Final
- 20 Approval Hearing;
- 21 j. a list of all persons who will be called to testify at the Final Approval Hearing in
- 22 support of the objection;
- 23 k. a statement confirming whether the objector intends to personally appear and/or
- 24 testify at the Final Approval Hearing; and
- 25 l. the objector's signature (an attorney's signature is insufficient).

26 8. The Notice shall also include a procedure for Class Members to exclude themselves
27 from or opt out of the Settlement. Any Class Member may opt out of the Settlement so long as he/she
28 does so no later than nine (9) court days prior to the Final Approval Hearing, or as otherwise ordered

1 by the Court, and following the process set forth in this Order. Any Class Member who does not
2 submit a timely or valid request for exclusion from the Settlement shall be considered a Settlement
3 Class Member and be bound by the terms of the Agreement.

4 9. For a Class Member to exclude himself/herself from the Settlement, he/she must send
5 a written request by mail to the Settlement Administrator clearly stating that he/she wants to be
6 excluded from the Settlement of the Action entitled *Jenna Novotny v. Massage Heights Franchising,*
7 *LLC*, San Diego Superior Court Case No. 37-2020-00017688-CU-BT-CTL. The request must also
8 include the Class Member's full name, current address, current telephone number, ID Number, and
9 be signed by the Class Member. Any Class Member who excludes himself/herself from the
10 Settlement will NOT receive any benefits from the Settlement, will NOT be able to object to the
11 Settlement, and will NOT be legally bound by the Settlement or anything that happens in the Action,
12 even if/when the Settlement receives final Court approval.

13 10. Not later than sixteen (16) court days before the Final Approval Hearing or as
14 otherwise ordered by the Court, the Parties shall file their opening papers in support of their motion
15 for final approval of the Settlement. Not later than three (3) court days before the Final Approval
16 Hearing, the Parties shall file their reply papers as needed, including as needed to respond to any valid
17 and timely objections. The reply papers shall be served upon any objector who has complied with
18 the provisions of this Order.

19 11. The Agreement provides that Johnson Fistel, LLP shall be appointed Class Counsel to
20 represent Plaintiff and the Settlement Class Members. The Court hereby designates Johnson Fistel,
21 LLP as Class Counsel.

22 12. Any Settlement Class Member may enter an appearance in the Action at his or her
23 own expense, individually or through counsel of his or her own choice. If no such appearance is
24 entered, his or her interests as a Settlement Class Member will be represented by Johnson Fistel, LLP.

25 13. The Final Approval Hearing shall be held by the Court on 6-16-22, 2022,
26 at 3:00 a.m./p.m., in Department C-73 of the Superior Court for the County of San Diego, 330 West
27 Broadway, San Diego, California 92101 to consider and determine whether: (a) the proposed
28 Settlement of the Action on the terms set forth in the Agreement should be approved as fair, just,

1 reasonable, adequate, and in the best interests of the Class; (b) the Final Approval Order and Judgment
2 should be entered; and (c) to approve Class Counsel's request for the Fee and Expense Amount, and
3 for a Service Award to Plaintiff.

4 14. The Final Approval Hearing may, from time to time and without further notice to the
5 Class Members (except those who have filed timely and valid objections), be continued or adjourned
6 by order of the Court.

7 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
8 connection with the administration of the Settlement that are not materially inconsistent with either
9 this Order or the terms of the Agreement.

10 **IT IS SO ORDERED.**

11 DATED:

12 4-1-22

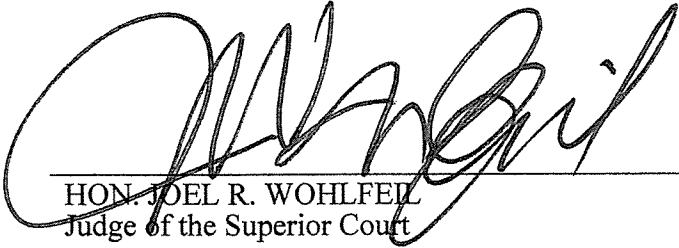

HON. JOEL R. WOHLFEL
Judge of the Superior Court

EXHIBIT 1

IF YOU ENROLLED IN A MASSAGE HEIGHTS MEMBERSHIP AT ANY TIME PRIOR TO JULY 19, 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 (“the Settlement”) has been reached in a class action lawsuit entitled *Jenna Novotny v. Massage Heights Franchising, LLC*, San Diego Superior Court Case No. 37-2020-00017688-CU-BT-CTL (the “Lawsuit”).

The agreement reached in connection with the Settlement (the “Settlement Agreement”) provides reinstated massage service credits (“Reinstated Massage Credits”) to individuals who enrolled in a Massage Heights membership program (“Membership”) at a California Massage Heights franchised massage clinic (“Retreat”) at any time prior to July 19, 2016, and whose Membership terminated (as a result of cancellation, nonrenewal, or nonpayment) prior to [date of preliminary approval] with one or more unused massage service credits (“Unutilized Massages”) (the “Class” or “Class Members”).

The Settlement resolves the Lawsuit which concerns provisions in the membership agreement utilized by the Retreats prior to July 19, 2016 (the “Membership Agreement”) affecting the ability of Class Members to use/redeem Unutilized Massages.

Your legal rights will be affected whether you act or not. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A REINSTATEMENT REQUEST	If you are a Class Member, the only way to be eligible to receive Reinstated Massage Credits under the Settlement is to submit a reinstatement request (as defined below).
EXCLUDE YOURSELF	Get no benefit under the Settlement (<i>i.e.</i> , no Reinstated Massage Credits). This is the only option that allows you to ever pursue or participate in another lawsuit against Massage Heights Franchising, LLC or any other released defendant party concerning the released Plaintiff’s claims (as defined and described below).
OBJECT	Write to the court about why you object to the approval of the Settlement.
GO TO A HEARING	Ask to speak to the court about the terms or fairness of the Settlement.
DO NOTHING	Get no benefit under the Settlement (<i>i.e.</i> , no Reinstated Massage Credits). Give up your rights, but remain a Class Member.

These rights and options—and the deadlines to exercise them—are explained in this notice.

The court in charge of the Lawsuit is the Superior Court of the State of California for the County of San Diego – Central (the “Court”). The named individual who filed the Lawsuit is called and referred to herein as the “Plaintiff” or “Class Representative,” and the company Plaintiff sued, Massage Heights Franchising, LLC is called and referred to herein as “MHF” or “Defendant.”

The Court still has to decide whether to approve the Settlement. Settlement benefits will only be made available if the Court approves the Settlement and after any potential appeals are resolved. Please be patient.

BASIC INFORMATION

WHY DID I GET THIS NOTICE?

You received this notice of pendency and proposed settlement of class action (“Notice”) because MHF’s records show that you enrolled in a Membership at a California Retreat prior to July 19, 2016 and have one or more Unutilized Massages.

The Court authorized this Notice because you have a right to know about the Settlement and all of your legal options before the Court decides whether to approve the Settlement.

This Notice explains the Lawsuit, the Settlement, your legal rights, what Settlement benefits are available to you, who is eligible for them, and how to get them. It is important that you read this Notice carefully.

WHAT IS THE LAWSUIT ABOUT?

The Lawsuit concerns claims brought by Plaintiff on behalf of herself and the other Class Members against MHF, the franchisor of a chain of massage clinics. The Lawsuit alleges that the Membership Agreement provides for the expiration and forfeiture of Unutilized Massages upon Membership cancellation, nonrenewal, or termination for nonpayment in violation of California law. Unutilized Massages (as defined above) refer to monthly massage credits (that generally include a 50-minute massage) that Class Members accumulated but did not use prior to Membership cancellation, nonrenewal, or termination for nonpayment. The Lawsuit seeks, among other things, to reinstate Unutilized Massages to the Class Members. MHF denies that it or any of the Retreats violated California law or engaged in any wrongdoing with respect to the Lawsuit.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more individuals/entities sues in a representative capacity on behalf of others who are alleged to have the same or similar claims.

As it relates to this Lawsuit, and for purposes of this Settlement only, the Court has ordered that the Lawsuit shall be provisionally maintained as a class action, with Plaintiff serving as the representative individual and the law firm of Johnson Fistel, LLP (“Class Counsel”) serving as the attorneys representing Plaintiff and the other Class Members.

WHY IS THERE A SETTLEMENT?

Plaintiff, MHF, and their respective attorneys have been actively investigating and litigating the claims and defenses alleged in the Lawsuit and ultimately decided it would be in the best interests of all parties, including all of the Class Members, to negotiate a resolution, with the assistance of and recommendations from an experienced and a highly-regarded mediator, that includes the terms and conditions set forth in the Settlement. In doing so, Plaintiff, MHF, and their respective attorneys recognized the expense and length of continued proceedings necessary to continue litigating the Lawsuit, including class certification, trial, and any possible or potential appeals, and have taken into account the uncertainty and risk of the outcome of further litigation and the difficulties and delays inherent in such litigation. In addition, the parties are aware of the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, MHF’s defenses thereto, the difficulties in establishing damages, and the real possibility that the Class could potentially receive nothing if this Settlement had not been reached. Based on the foregoing, and in further considering the extensive settlement negotiations that have been conducted, Plaintiff, as Class Representative, and Class Counsel, believe the Settlement confers substantial benefits to all Class Members and is fair, adequate, reasonable, and in the best interest of all Class Members.

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

To determine whether you are eligible to receive benefits (*i.e.* Reinstated Massage Credits) from the Settlement, you must first determine whether you are a Class Member. You are a Class Member if:

QUESTIONS? CALL () - TOLL FREE OR VISIT WWW. .COM

You enrolled in a Membership at a California Retreat at any time prior to July 19, 2016 and you had one or more Unutilized Massages expire upon Membership cancellation, nonrenewal, or termination for nonpayment.

I'M STILL NOT SURE IF I AM INCLUDED.

If you are still unsure whether you are a Class Member and included in the Settlement, you can ask for free help by calling the company administering the Settlement (the "Settlement Administrator") at () - .

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides relief to Class Members by reinstating a portion of their Unutilized Massages in the form of Reinstated Massage Credits.

Class Members who timely submit a reinstatement request (as defined below) will be issued Reinstated Massage Credits based on the formulas described below.

HOW MANY REINSTATED MESSAGES CREDITS WILL EACH CLASS MEMBER BE ISSUED?

The number of Reinstated Massage Credits that will be applied to each Class Member's Membership account at his/her Home Retreat (as defined below) first depends on whether the Class Member's Unutilized Massages expired on or before May 29, 2016, as set forth below, and then next depending on the number of hours of Unutilized Massages the Class Member had at the time of Membership cancellation, nonrenewal, or termination for nonpayment, determined as follows:

- A. **If you had one or more Unutilized Massages expire on or before May 29, 2016 ("May Members"), you will be issued/eligible to redeem:**
 - i. A Reinstated Massage Credit of 60 minutes for the first hour of Unutilized Massages; and
 - ii. A Reinstated Massage Credit of 30 minutes for each additional hour of Unutilized Massages.
- B. **If you had one or more Unutilized Massages expire after May 29, 2016 ("July Members"), you will be issued/eligible to redeem:**
 - i. A Reinstated Massage Credit of 60 minutes for the first hour of Unutilized Massages; and
 - ii. A Reinstated Massage Credit of 45 minutes for each additional hour of Unutilized Massages.
- C. **Reinstated Massage Credits will be applied to each Class Member's Membership account in 30-minute increments for every 30 minutes in which the Class Member is entitled based on the formulas above.**

The tables below demonstrate how Reinstated Massage Credits will be issued to the May and July Members, respectively.

REINSTATED MASSAGE CREDITS TO BE ISSUED TO MAY MEMBERS	
Hours of Unutilized Massages When Membership Ended	Reinstated Massage Credits
One	One 60-minute service
Two	One 90-minute service
Three	Two 60-minute services
Four	One 60-minute massage and One 90-minute massage

QUESTIONS? CALL () - TOLL FREE OR VISIT WWW. .COM

Five	Three 60-minute services
Six	Two 60-minute services and One 90-minute service
Seven	Four 60-minute massages
Eight	Three 60-minute services and One 90-minute service
Nine	Five 60-minute services
Ten	Four 60-minute services and One 90-minute service
Eleven or more	$((\text{Number of Unutilized Massages} - 1) \times 0.5) + 1$

REINSTATED MESSAGE CREDITS TO BE ISSUED TO JULY MEMBERS	
Hours of Unutilized Massages When Membership Ended	Reinstated Massage Credits
One	One 60-minute service
Two	One 90-minute service
Three	One 60-minute service and One 90-minute service
Four	Three 60-minute services
Five	Four 60-minute services
Six	Four 60-minute services
Seven	Four 60-minute services and One 90-minute service
Eight	Six 60-minute services
Nine	Seven 60-minute services
Ten	Six 60-minute services and One 90-minute service
Eleven or more	$((\text{Number of Unutilized Massages} - 1) \times .75) + 1$

Each massage service includes ten (10) minutes of dress undressing, and consultation time. Class Members will have 180 days to redeem Reinstated Massage Credits. Reinstated Massage Credits may only be redeemed in 60, 90, and 120-minute intervals per session. All Reinstated Massage Credits must be redeemed at the California Retreat where the Class Member executed his/her Membership Agreement, or at the California Retreat where the Class Member may have transferred his/her Membership prior to the conclusion of his/her Membership (collectively referred to herein as the "Home Retreat"). Reinstated Massage Credits are not transferrable and may only be redeemed at the Class Member's Home Retreat, unless the Class Member qualifies for at least one of the following exceptions, in which case the Class Member may make a one-time request for a new Home Retreat:

- (1) The Class Member has moved more than 25 miles from his/her Home Retreat since the conclusion of his/her Membership.
- (2) The Class Member's Home Retreat is no longer in operation, does not exist, or is otherwise exempt from participating in the redemption of Reinstated Massage Credits pursuant to the Settlement.

HOW DO CLASS MEMBERS RECEIVE REINSTATED MASSAGE CREDITS?

To qualify for Reinstated Massage Credits, each Class Member must submit a reinstatement request (“Reinstatement Request”) by [FINAL APPROVAL HEARING + 14 CALENDAR DAYS] (“Reinstatement Request Deadline”). Class Members who timely submit a Reinstatement Request by the Reinstatement Request Deadline will automatically have at least one Reinstated Massage Credit of 60 minutes applied to their Membership account consistent with the above chart and as set forth in the Settlement for redemption at their Home Retreat.

You may submit a Reinstatement Request by entering your unique “ID Number” found on the Notice you received by mail in the space provided on this website or by clicking www._____.com and entering the unique ID Number there. If you do not have your unique ID Number, you can call (____) ____-____ to obtain it.

If you would like a copy of a Reinstatement Request form to mail to the Settlement Administrator, you can call (____) ____-____ to obtain it.

If you are a Class Member and do not submit a valid and/or timely Reinstatement Request, you will not receive any Reinstated Massage Credits under the Settlement.

YOUR REINSTATEMENT REQUEST MUST BE SUBMITTED ON THE SETTLEMENT WEBSITE, BY EMAIL, OR BY MAIL NO LATER THAN [FINAL APPROVAL HEARING + 14 CALENDAR DAYS]. IF SUBMITTED BY MAIL, THE REQUEST MUST BE POSTMARKED NO LATER THAN [FINAL APPROVAL HEARING + 14 CALENDAR DAYS] AND SENT TO THE SETTLEMENT ADMINISTRATOR.

Questions. If you have questions or otherwise require assistance with a Reinstatement Request, you should first contact the Settlement Administrator at (____) ____-____, and then, if necessary, Class Counsel. **PLEASE DO NOT CALL THE COURT, MHF, OR ANY RETREAT.**

WHAT ABOUT CLASS MEMBERS WHO HAVE MOVED SINCE THEIR MEMBERSHIP ENDED OR WHO NO LONGER HAVE A HOME RETREAT?

As set forth above, any Class Member who has moved more than 25 miles from his/her Home Retreat since his/her Membership ended may make a one-time request to designate a new California Retreat as his/her Home Retreat where he/she can redeem any Reinstated Massage Credits. In such a circumstance, the Class Member must include this request in his/her Reinstatement Request and must also provide the Settlement Administrator with proof of the Class Member’s current home address so as to enable the Settlement Administrator to confirm the validity of the request. Sufficient proof includes anything mailed to the Class Member by an independent unaffiliated third party—such as utilities, bills, etc.—or a current deed or rental agreement showing the Class Member’s current home address.

Similarly, any Class Member whose Home Retreat is no longer in operation/does not exist may make a one-time request to designate a new California Retreat as his/her Home Retreat where he/she can redeem any Reinstated Massage Credits. In such a circumstance, the Class Member must include this request in his/her Reinstatement Request and must also provide the Settlement Administrator with the name and location of the Home Retreat so as to enable the Settlement Administrator to confirm the validity of the request.

If you would like to request to designate a new California Retreat as your Home Retreat where you may redeem Reinstated Massage Credits, simply email or mail your unique ID Number, along with the required proof and other information, to the Settlement Administrator with your Reinstatement Request:

Novotny v. Massage Heights Franchising
c/o _____

info@_____.com

QUESTIONS? CALL (____) ____-____ TOLL FREE OR VISIT WWW._____.COM

WHEN SHOULD I EXPECT TO RECEIVE REINSTATED MASSAGE CREDITS?

The Court will hold a “Final Approval Hearing” on [DATE], to decide whether to approve the Settlement. If the Court enters an Order and Judgment granting approval of the Settlement (“Final Approval Date”) on or before July 1, 2022, and there are no appeals, the redemption period shall commence on the first day the Class Member is provided confirmation of the award of Reinstated Massage Credits. If the Final Approval Date is after July 1, 2022, and there are no appeals, such redemption period shall commence on March 1, 2023. However, it is possible there may be appeals related to the approval of the Settlement, generally, any attorneys’ fees or costs awarded to Class Counsel, and/or any service award to the Class Representative. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. The Settlement Website will be updated with current information about the Settlement, including whether the Settlement has received final approval and, if so, the issuance and expiration dates of the Reinstated Massage Credits. Please remain patient.

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

Yes. Unless you formally exclude yourself from the Settlement as explained in this Notice, you will remain in the Class and that means you cannot sue, continue to sue, or be part of any other lawsuit against MHF or any Retreat relating to the legal issues contemplated in the Lawsuit. You will also be bound by the Settlement, including by the “Release” of claims as described in this Notice and the Settlement Agreement, and the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement at www._____.com for the full language of the legal claims you will give up if you remain in the Class and subject to the Settlement.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves the Settlement, you will remain a Class Member, be included in the Settlement, and be bound by the Release of claims in the Settlement Agreement as described above, but you will not receive any Reinstated Massage Credits or other benefits under the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive any of the benefits of the Settlement, but you want to keep the right to sue or continue to sue MHF on your own about the legal issues in the Lawsuit, then you must take steps to opt out. This is called excluding yourself from the Settlement (also referred to as “opting out”).

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send a written request by mail to the Settlement Administrator clearly stating that you want to be excluded from the Settlement of the Lawsuit entitled *Jenna Novotny v. Massage Heights Franchising, LLC*, San Diego Superior Court Case No. 37-2020-00017688-CU-BT-CTL. The request must also include your full name, current address, current telephone number, ID Number, and be signed by you. You cannot exclude yourself by phone. To be valid, your request for exclusion must be received by the Settlement Administrator [9 COURT DAYS PRIOR TO THE FINAL APPROVAL HEARING]:

Novotny v. Massage Heights Franchising
c/o _____

info@_____.com

If you ask to be excluded, you will NOT receive any benefits from the Settlement, you will NOT be able to object to the Settlement, and you will NOT be legally bound by the Settlement or anything that happens in this Lawsuit, even if the Court finally approves the Settlement.

QUESTIONS? CALL () ____-____ TOLL FREE OR VISIT WWW._____.COM

OBJECTING TO THE SETTLEMENT

You have the option to tell the Court that you do not agree with the Settlement or any portion of it. This process is called “objecting” to the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member and have not excluded yourself, you can object to the Settlement by giving reasons why you do not think the Court should approve it, including an objection to any award of attorneys’ fees and costs requested by Class Counsel or any service award requested by Plaintiff.

To object, you must send a written statement by mail to the Clerk of the Court, Class Counsel, and the Settlement Administrator stating that you object to the Settlement of the Lawsuit entitled *Jenna Novotny v. Massage Heights Franchising, LLC*, San Diego Superior Court Case No. 37-2020-00017688-CU-BT-CTL. Please note that it is not sufficient to simply state that you object. Rather, in your written objection, you must include: (a) the name of the Lawsuit; (b) your full name, address, and telephone number; (c) an explanation of the basis upon which you claim to be a Class Member; (d) all grounds for your objection, accompanied by any legal support for your objection known to you or your counsel; (e) the number of times in which you have objected to a class action settlement within the five (5) years preceding the date that you submit your objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case; (f) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection; (g) the number of times in which your counsel and/or counsel’s law firm have objected to a class action settlement within the five (5) years preceding the date that you submit your objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to your objection or the process of objecting—whether written or verbal—between your or your counsel and any other person or entity; (i) the identity of all counsel representing you who will appear at the Final Approval Hearing; (j) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection; (k) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (l) your signature (an attorney’s signature is insufficient).

To be considered, any written statement of objection must be received by the Court, Class Counsel, and the Settlement Administrator no later than **9 COURT DAYS PRIOR TO THE FINAL APPROVAL HEARING**. Class Counsel’s mailing address is:

Frank J. Johnson
Chase M. Stern
JOHNSON FISTEL, LLP
501 West Broadway, Suite 800
San Diego, CA 92101

If you fail to properly and timely submit a written objection with the required information and documentation set forth above, your objection will not be heard during the Final Approval Hearing and your objection will be waived and the Court will not consider it.

If you submit a proper and timely written objection in accordance with these procedures, you shall still be entitled to participate in the Settlement and shall also be bound by all terms of the Settlement if approved by the Court. However, you still must submit a timely Reinstatement Request to receive any Reinstated Massage Credits.

WHAT’S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING YOURSELF?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and you will not receive any of the benefits under the Settlement. If you exclude yourself, you have no basis to object to the Settlement, including any award of attorneys’ fees and costs requested by Class Counsel, or any service award requested by the Class Representative, because the Lawsuit no longer affects you.

QUESTIONS? CALL () - - TOLL FREE OR VISIT WWW. .COM

MAY I SPEAK AT THE FINAL APPROVAL HEARING?

Yes, but only if you submit a valid and timely objection as provided in this Notice and in the Settlement Agreement. Attendance and any request to speak at the Final Approval Hearing are at the Class Member's own expense or, alternatively, the Class Member may pay a lawyer to attend and/or speak at the hearing. However, there is no requirement to attend and/or speak at the Final Approval Hearing even if the Class Member submits a valid and timely objection. Any Class Member who has opted out of/excluded himself/herself from the Settlement may NOT speak at the Final Approval Hearing.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE CASE?

The Class Representative and the Class are represented by Frank J. Johnson and Chase M. Stern of Johnson Fistel, 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. You can contact Class Counsel as follows:

Frank J. Johnson
Email: FrankJ@johnsonfistel.com
Chase M. Stern
Email: ChaseS@johnsonfistel.com
JOHNSON FISTEL, LLP
501 West Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 230-0063

HOW WILL THE LAWYERS BE PAID?

Class Counsel will request that the Court approve an award of attorneys' fees and expenses in an amount not to exceed \$700,000, and MHF has agreed not to object to Class Counsel's request provided it does not exceed the maximum amount that could be requested for Class Counsel's attorneys' fees and expenses under the Settlement. The Class Representative will ask the Court to approve a service award of up to \$7,500 for her bringing and assistance in prosecuting the Lawsuit on behalf of the Class, and MHF has agreed not to object to the maximum amount that could be requested for the Class Representative's service award under the Settlement. The Court may award less than these amounts. MHF has agreed to separately pay for the attorneys' fees and expenses that the Court may award to Class Counsel as well as the service award that the Court may award to the Class Representative. MHF will also separately pay for the reasonable costs to administer the Settlement. These amounts will neither reduce nor diminish the Settlement benefits provided to the Class Members.