

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI

IF YOU PURCHASED A MASSAGE SESSION AT A MASSAGE ENVY® SPA IN MISSOURI BETWEEN JANUARY 31, 2012, AND APRIL 13, 2020, A CLASS ACTION SETTLEMENT MAY AFFECT YOU.

A federal court authorized this Notice. This isn't a solicitation from a lawyer and you aren't being sued.

- A proposed Settlement has been reached in a class action lawsuit that claims that Massage Envy's advertising was deceptive because it promised 10 more minutes of hands-on massage than were actually provided during a massage session and that Missouri consumers were harmed by not receiving those additional 10 minutes of hands-on massage. Defendant Massage Envy Franchising, LLC ("MEF") denies the allegations and that any Massage Envy® advertising was deceptive. The Court has not decided who is right in the lawsuit but has preliminarily approved the proposed Settlement.
- If you purchased a massage session at a Massage Envy franchised location in Missouri at any time between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase, you are a Class Member and are eligible to submit a request for a cash payment of up to \$7. To receive a cash payment pursuant to the proposed Settlement, you must submit a claim in one of the following ways: (1) at www.MissouriMassageSessions.com; (2) email your completed claim form to the Settlement Administrator at info@MissouriMassageSessions.com by July 27, 2020; or (3) mail your completed claim form, postmarked by July 27 2020, as explained below.
- If you purchased a massage session at a Massage Envy® franchised location in Missouri at any time between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase, even if you do nothing, you will be bound by the Settlement if it is approved by the Court, as explained below.
- Your legal rights are affected whether you act or do not act. Read this Notice and the information on the Settlement Website carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A TIMELY CLAIM	If you purchased a massage session at a Massage Envy® franchised location in Missouri at any time between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase, this is the only way to receive a cash payment under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no cash payment or benefit from the Settlement, but you will not be bound by the Settlement.
OBJECT	Write to the Court about why you object to the Settlement. If you object to the Settlement, you may still submit a claim to receive a cash payment and will still be bound by the Settlement if the Court approves it.
GO TO THE HEARING	Ask to speak to the Court about the fairness of the Settlement.
DO NOTHING	Give up your rights to sue and be bound by the Settlement. You will not receive a Cash Payment under the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court overseeing this lawsuit must still decide whether to approve the Settlement. Settlement cash payments will be distributed only if the Court approves the Settlement and after potential appeals, if any, are resolved. Please be patient and check www.MissouriMassageSessions.com to find out when any cash payments may be distributed.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Amended Class Action Settlement Agreement and Release (“Amended Settlement Agreement”) available at www.MissouriMassageSessions.com, by contacting Class Counsel at the addresses and/or phone numbers provided below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, Missouri 63102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

BASIC INFORMATION

WHY DID I GET NOTICE OF THE SETTLEMENT?

You received notice of this Settlement because records indicate that you may have purchased a massage session at a Massage Envy® franchised location in Missouri between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase. As a result, you have a right to know about the proposed class action Settlement and all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and/or appeals are resolved, Settlement cash payments will be distributed to those entitled to receive such payments pursuant to the Settlement and as described herein. You can check the Settlement’s progress on the Settlement Website.

This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, how to get them, how to object to the Settlement, how to exclude yourself from the Settlement, and what happens if you are a Class Member and do nothing.

The Court in charge of the lawsuit is the United States District Court for the Eastern District of Missouri, and the lawsuit is known as *Mark Pirozzi and Keila Green, individually and on behalf of all others similarly situated, v. Massage Envy Franchising, LLC*, Case No. 4:19 CV 00807CDP. The individuals who sued are called Plaintiffs and Class Representatives, and the company they sued, MEF, is called the Defendant.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit asserts that Massage Envy®’s advertising was deceptive because it promised 10 more minutes of hands-on massage than were actually provided during a massage session and that Missouri consumers were harmed by not receiving those additional 10 minutes of hands-on massage. The lawsuit asserts claims for (1) violation of the Missouri Merchandising Practices Act, RSMo. § 407.010, *et seq.*; (2) Declaratory Relief; and (3) Injunctive Relief. MEF denies all allegations in the lawsuit and that any Massage Envy® advertising was deceptive, and claims that it is the franchisor and does not own or operate any of the Massage Envy® franchised locations that you visited.

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, the “Class Representatives” (in this case, Mark Pirozzi and Keila Green) sue on behalf of themselves and other people who have a similar claim. In this case, the Class Representatives sued on behalf of themselves and other similarly situated individuals who purchased a massage session from a Massage Envy® franchised location in the state of Missouri and were not members of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of purchase, who are called “Class Members.” The Court in charge of the lawsuit resolves the issues for all Class Members except those who exclude themselves from the Settlement. United States District Judge Catherine Perry is in charge of this lawsuit.

WHY IS THERE A SETTLEMENT?

The Court did not decide that 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 Class Members, the people affected, will get the Settlement benefits. The Class Representatives and their attorneys believe the Settlement is fair to and in the best interests of all Class Members.

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

To see if you are affected by the Settlement or have a right to receive the Settlement benefits, you must determine whether you are a Class Member.

You are a Class Member if you purchased a massage session at a Massage Envy® franchised location in Missouri at any time between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase.

I'M STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are a Class Member, you can ask for free help. You can call 1-833-935-1344 for more information from the Settlement Administrator or review the Settlement documents on the Settlement Website.

THE SETTLEMENT BENEFITS —WHAT YOU CAN GET

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides the following relief:

Cash Payment. If the Court approves the Settlement, and after any objections and/or appeals are resolved, Class Members who submit a valid claim by July 27, 2020, will receive a cash payment of up to \$7, as described below.

CASH PAYMENT SETTLEMENT BENEFIT

If you purchased a massage session at a Massage Envy® franchised location in Missouri at any time between January 31, 2012, and April 13, 2020, and were not a member of a Massage Envy® franchised location, pursuant to a membership agreement, at the time of your purchase, and submit a valid claim by July 27, 2020, you will be entitled to receive a cash payment of up to seven dollars (\$7) if the Court approves the Settlement.

Pursuant to the Settlement, MEF has agreed to pay up to \$1.6 million dollars (the “Settlement Fund”) as a Settlement benefit. The Settlement Fund will be used to pay (1) cash payments to Class Members who timely submit a valid claim as set forth in this Notice; (2) any incentive award the Court approves to the Class Representatives up to \$10,000 in the aggregate; (3) any attorneys’ fees and expense award the Court approves to Class Counsel up to \$400,000 in the aggregate; and (4) reasonable Settlement administrative costs, estimated to be \$100,000. If you are a Class Member and timely submit a valid claim, you will receive a cash payment of up to \$7. The amount of any cash payment could be affected by the following factors: (1) the number of Class Members who timely submit a valid claim; (2) the amount of any incentive award the Court approves to be paid to either or both of the Class Representatives; (3) the amount of any attorneys’ fees and expense award the Court approves to be paid to Class Counsel; and (4) the amount of reasonable Settlement administration costs.

If the money remaining in the Net Settlement Fund (the amount remaining in the Settlement Fund after paying [1] any incentive award the Court approves to either or both of the Class Representatives of up to \$10,000 in the aggregate; [2] any attorneys’ fees and expense award the Court approves to Class Counsel of up to \$400,000 in the aggregate; and [3] reasonable Settlement administrative costs estimated to be \$100,000) is insufficient to make a \$7 cash payment to each Class Member who timely submits a valid claim, then each Class Member who timely submits a valid claim will receive a cash payment in the amount of his/her pro rata share of the Net Settlement Fund. For instance, if 180,000 Class Members timely submit a valid claim, the Court approves a \$400,000 attorneys’ fees and expense award, a \$6,500 incentive award to Class Representative Pirozzi and a \$3,500 incentive award to Class Representative Green, and reasonable Settlement administrative costs total \$90,000, then the Net Settlement Fund shall be \$1.1 million and each Class Member who timely submits a valid claim shall receive a \$6.11 cash payment if the Court approves the Settlement.

Any money remaining in the Settlement Fund after paying (1) any incentive award the Court approves to be paid to either or both of the Class Representatives of up to \$10,000 in the aggregate; (2) any attorneys’ fees and expense award the Court approves to be paid to Class Counsel of up to \$400,000 in the aggregate; (3) reasonable Settlement administrative costs estimated to be \$100,000; and (4) each Class Member who timely submits a valid claim shall revert to MEF in accordance with the terms of the Settlement and shall not be distributed to those Class Members who timely submit a valid claim.

If you are a Class Member and do not submit a valid claim by July 27, 2020, you will not receive any cash payment from the Settlement but will be bound by the Settlement if it is approved by the Court, unless you exclude yourself from the Settlement, as described below.

HOW TO REQUEST A CASH PAYMENT

If you are a Class Member, to receive a cash payment, you must submit your claim by July 27, 2020.

You can submit a claim online at www.MissouriMassageSessions.com or by mailing the claim form included with this Notice to the Settlement Administrator at *Pirozzi v. Massage Envy Franchising, LLC*, P.O. Box 6006, Portland, OR 97228-6006. You can also call 1-833-935-1344 or email the Settlement Administrator at info@MissouriMassageSessions.com to obtain a claim form.

CLAIMS MUST BE SUBMITTED ONLINE OR VIA EMAIL NO LATER THAN JULY 27, 2020, OR, IF SUBMITTED BY MAIL TO THE SETTLEMENT ADMINISTRATOR, POSTMARKED NO LATER THAN JULY 27, 2020.

If you have any unanswered questions or require assistance submitting a claim, you can contact the Settlement Administrator at 1-833-935-1344 or Class Counsel at 1-314-241-5799 (Class Counsel is further explained below). **PLEASE DO NOT CALL THE COURT, DEFENDANT, DEFENDANT'S COUNSEL, OR ANY MASSAGE ENVY® FRANCHISED LOCATION.**

WHEN WOULD I RECEIVE MY CASH PAYMENT?

The Honorable Catherine Perry will hold a Final Approval Hearing on November 13, 2020, at 9:30 a.m., to decide whether to approve the Settlement. The date of the Final Approval Hearing may change without further notice. You should check www.MissouriMassageSessions.com or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed.

If Judge Perry approves the Settlement and there are no appeals, approximately sixty (60) days after the Judge's approval of the Settlement, cash payments will be distributed to Class Members who timely submitted a valid claim. However, it is possible there may be appeals related to the Final Approval of the Settlement, attorneys' fees or costs awarded, or an incentive award provided to the Class Representatives (described below). It is always uncertain whether and how any such appeals will be resolved and resolving them may take time, perhaps more than a year. The Settlement Website will be updated to provide current Settlement information, including if Final Approval is entered and the date thereof and the date cash payments will be distributed. Please be patient.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, DEFENDANT, DEFENDANT'S COUNSEL, OR ANY MASSAGE ENVY® FRANCHISED LOCATION TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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

Yes. Unless you exclude yourself from the Settlement, you will agree to release the claims described in the Amended Settlement Agreement if the Court approves the Settlement. You will remain a member of the Settlement Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against MEF, any Massage Envy® franchised location in Missouri, or any of the other Released Parties (described in the Amended Settlement Agreement) about the factual and legal issues in this lawsuit (i.e., the Released claims described in the Amended Settlement Agreement). It also means that the Court's orders will apply to you and legally bind you. You may view the Amended Settlement Agreement at www.MissouriMassageSessions.com for the full language of the legal claims you will give up if you are a Class Member and do not exclude yourself from the Settlement.

WHAT HAPPENS IF I DO NOTHING?

If you are a Class Member, you do nothing, and the Court approves the Settlement, you will be part of the Settlement Class and will be bound by the release of claims in this Settlement as described above. If you are a Class Member, you do nothing, and the Court approves the Settlement, you will not receive any cash payment. **To receive a cash payment, you must timely submit a valid claim as explained above.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and do not want to receive a Settlement cash payment, but you want to keep the right to sue or continue to sue MEF, any Massage Envy® franchised location in Missouri, or any of the Released Parties (defined in the Amended Settlement Agreement) individually, on your own behalf, about the legal issues in this lawsuit, then you must take steps to get out of the Settlement and the lawsuit. 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 statement, either by First-Class U.S. Mail or email, to the Settlement Administrator saying that you want to be excluded from the Settlement of the lawsuit entitled *Mark Pirozzi and Keila Green, individually and on behalf of all others similarly situated, v. Massage Envy Franchising, LLC*, Case No. 4:19 CV 00807CDP. Be sure to include your name, address, and telephone number. A sample request for exclusion is available at www.MissouriMassageSessions.com.

To be valid, your request for exclusion must be submitted (if by email) or postmarked (if by mail) by July 27, 2020 to:

MESSAGE ENVY SETTLEMENT ADMINISTRATOR
C/O EPIQ

Attn: Massage Envy Class Action Exclusions
P.O. BOX 6006
PORTLAND, OR 97228-6006

info@MissouriMassageSessions.com

If you are a Class Member and ask to be excluded, you will not receive a cash payment and cannot object to the Settlement. If you ask to be and are excluded from the Settlement, you will not be bound by anything that happens in this lawsuit, even if the Court finally approves the Settlement.

You cannot exclude yourself from the Settlement and object to the Settlement. If you exclude yourself from the Settlement but also object to the Settlement, you will be excluded from the Settlement and your objection waived.

OBJECTING TO THE SETTLEMENT

If you are a Class Member and have not excluded yourself from the Settlement, you can tell the Court that you do not agree with the Settlement or some part of it. This 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 or the Amended Settlement Agreement if you do not like all or any part of it. You can give reasons why you do not think the Court should finally approve the Settlement. You can also object to the request by Class Counsel for attorneys’ fees and costs or any request by either or both the Class Representatives for an incentive award. You can provide reasons for the objection and why you think the Court should not approve the Settlement, any request for an award of attorneys’ fees and costs to Class Counsel, and/or any request for an incentive award to either or both the Class Representatives. The Court will consider your reasoning.

To object, you must state in writing that you object to the Settlement, that you object to the request for an award of attorneys’ fees and costs to Class Counsel, and/or that you object to the request for an incentive award to either or both the Class Representatives. Please note that it is not sufficient to simply state that you object. Rather, in your written objection, you must include (i) your full name, current address, and, if different, the address used when you purchased your massage session; (ii) a statement of the position(s) and objection(s) asserted, including the factual and legal basis for each position and objection asserted; and (iii) copies of any documents supporting the position(s) and objection(s) you assert. Your objection must also state whether it applies only to you, to all Class Members, or to a specific subset of the Class Members.

To be considered, any written objection must be postmarked by July 27, 2020, or emailed by July 27, 2020, to the Settlement Administrator at:

MESSAGE ENVY SETTLEMENT ADMINISTRATOR
C/O EPIQ
Attn: Message Envy Class Action Objections
P.O. BOX 6006
PORTLAND, OR 97228-6006

info@MissouriMassageSessions.com

If you fail to timely submit a written objection, along with the required information and documentation set forth above, your objection(s) will not be heard during the Final Approval Hearing and your objection(s) will be waived and the Court will not consider it (them) when determining whether to finally approve the Settlement.

If you submit a written objection in accordance with these procedures, you will still be entitled to receive a cash payment if you timely submit a valid claim and will be bound by the Settlement (if finally approved by the Court).

You cannot submit a written objection if you exclude yourself from the Settlement. If you submit a written objection but also exclude yourself from the Settlement, you will be excluded from the Settlement and your objection waived.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be a Settlement Class Member and do not want to receive a cash payment under the Amended Settlement Agreement. If you exclude yourself, you have no basis to object to the Settlement, any request by Class Counsel for an attorneys' fee and cost award, or any request for an incentive award by any Class Representative because this lawsuit no longer affects you.

MAY I SPEAK AT THE FINAL APPROVAL HEARING?

As explained above, Judge Catherine Perry will hold a Final Approval Hearing on November 13, 2020, at 9:30 a.m. at the United States District Court for the Eastern District of Missouri, Courtroom 14 South, 111 South 10th Street, St. Louis, Missouri 63102, to decide whether the Settlement is fair, reasonable, and adequate and whether the Settlement (and Amended Settlement Agreement) may be finally approved. At the Final Approval Hearing, Judge Perry will also decide whether to approve an attorneys' fee and cost award to Class Counsel and whether to approve an incentive award to either or both of the Class Representatives. If there are objections, the Court will consider them. Judge Perry will listen to people who have asked to speak at the Final Approval Hearing, and, if the Settlement is approved, Judge Perry will decide whether and how much to approve as an attorneys' fees and cost award to Class Counsel and will decide whether and how much to approve as an incentive award to either or both of the Class Representatives. If you are a Class Member and have not timely excluded yourself from the Settlement, you may attend and ask to speak at the Final Approval Hearing, but you do not have to do so.

At the Final Approval Hearing, Class Counsel will answer any questions that Judge Perry may have about the Settlement. If you submit an objection, you do not have to attend the Final Approval Hearing to talk about your objection, but you are welcome to attend at your own expense. If you submitted your written objection on time and as explained above, Judge Perry will consider it. You may also pay for your own lawyer to attend the Final Approval Hearing, but it is not necessary.

At or after the Final Approval Hearing, Judge Perry will decide whether to finally approve the Settlement, whether and how much to approve as an attorneys' fees and cost award to Class Counsel, and whether and how much to approve as an incentive award to either or both Class Representatives. It is unknown how long these decisions will take.

If you intend to speak at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear before October 30, 2020. You must include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to Judge Perry at the Final Approval Hearing. Your Notice of Intention to Appear must be served on all counsel as follows:

CLASS COUNSEL	MESSAGE ENVY FRANCHISING, LLC COUNSEL
Daniel Levy Law Office of Richard S. Cornfeld, LLC 1010 Market Street, Suite 1645 St. Louis, MO 63101	Luanne Sacks Sacks, Ricketts & Case LLP 177 Post Street, Suite 650 San Francisco, CA 94108

If you fail to submit a proper Notice of Intention to Appear before by October 30, 2020, along with copies of any papers, exhibits, or other evidence that you or your counsel intend to present to Judge Perry at the Final Approval Hearing, you will not be heard during the Final Approval Hearing, but any timely objection you submitted will be considered by Judge Perry in determining whether to approve the Settlement, whether and how much to approve as an attorneys' fees and cost award to Class Counsel, and whether and how much to approve as an incentive award to either or both Class Representatives.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE LAWSUIT?

The Class Representatives and the Class are represented by the following law firms and attorneys: (1) Richard S. Cornfeld and Daniel S. Levy of Law Office of Richard S. Cornfeld, LLC, (2) Michael J. Flannery of Cuneo Gilbert & Laduca, LLP, and (3) Anthony S. Bruning, Anthony S. Bruning, Jr., Ryan L. Bruning, and Edward M. Roth of The Bruning Law Firm. You will not be charged for their work on the lawsuit. 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:

Law Office of Richard S. Cornfeld, LLC
Richard S. Cornfeld
Daniel S. Levy
1010 Market Street, Suite 1645
St. Louis, Missouri 63101
Phone: (314) 241-5799

Cuneo Gilbert & Laduca, LLP
Michael J. Flannery
7733 Forsyth Boulevard, Suite 1675
St. Louis, Missouri 63105
Phone: (314) 226-1015

The Bruning Law Firm
Anthony S. Bruning
Anthony S. Bruning, Jr.
Ryan L. Bruning
Edward M. Roth
555 Washington Avenue, Suite 600A
St. Louis, Missouri 63101
Phone: (314) 735-8100

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve payment to them of a maximum of \$400,000 in attorneys' fees and costs, and MEF has agreed not to object to Class Counsel's request, provided the request does not exceed \$400,000 in total for attorneys' fees and costs. The Class Representatives will ask the Court to approve a payment of a maximum of \$10,000 in the aggregate for their respective assistance in prosecuting the lawsuit on the Class's behalf, and MEF has agreed not to object to this request, provided it does not exceed \$10,000 in the aggregate. The Court may award more or less than these amounts. Any attorneys' fees and costs that the Court awards to Class Counsel up to a total of \$400,000 and any incentive award to either or both Class Representatives up to a total of \$10,000 will be paid from the Settlement Fund as described above. If the Court approves an attorneys' fees and cost award to Class Counsel that exceeds \$400,000 in the aggregate, Class Counsel has agreed to accept \$400,000 in complete satisfaction of any attorneys' fees and costs award that the Court may approve. If the Court approves incentive awards to either or both Class Representatives that exceed \$10,000 in the aggregate, the Class Representatives have agreed to accept a total of \$10,000 in complete satisfaction of any incentive awards that the Court may approve.