

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE COUNTY OF PRINCE WILLIAM**

KRYSTAL GAYLE WILLIAMS, )  
 )  
 Plaintiff, )  
 )  
 v. ) Case No. CL25-1340  
 )  
 MASSAGE ENVY FRANCHISING, LLC, )  
 FS GAINESVILLE, LLC, )  
 MICHAEL FITZGERALD, and )  
 JOHN GABRIEL ROMERO, )  
 )  
 Defendants. )

**PLAINTIFF’S MOTION TO COMPEL DEPOSITION OF  
DEFENDANT MASSAGE ENVY FRANCHISING, LLC**

Plaintiff respectfully requests that this Court enter an order compelling Defendant Massage Envy Franchising, LLC (“MEF”) to produce one or more corporate representatives to testify on its behalf regarding all topics in Plaintiff’s September 29, 2025 Notice of Deposition. Plaintiff’s deposition of MEF is scheduled for December 17, 2025 and is expected to take two days.

On September 29, 2025, Plaintiff served a Notice of Deposition pursuant to Rule 4:5(b)(6), naming MEF as the deponent and designating with reasonable particularity topics for examination. (Exhibit 2). The many topics focused on central issues in this case, including MEF’s control and oversight over its franchise locations, MEF’s prior knowledge of any sexual misconduct or similar incidents by employees, MEF’s policies and practices for customer safety and prevention of sexual assault at its franchised spas, and details regarding the sexual assault of Plaintiff.

Rather than designating and preparing a witness, MEF responded by letter dated October 13, 2025, objecting to numerous topics and unilaterally refusing to produce a corporate representative for those subjects. (Exhibit 3). MEF’s objections invoked claims of undue burden,

lack of relevance, overbreadth, harassment, and privilege with respect to many of the noticed topics. For example, MEF asserted that inquiries into its franchise control, prior incidents, and safety policies were irrelevant or overly broad, and it broadly claimed that certain information was protected by privilege. MEF did not offer any compromise or alternate designees for these topics, and notably did not file any motion for a protective order with the Court to limit the deposition.

Rule 4:5(b)(6) of the Supreme Court of Virginia expressly authorizes a party to depose a corporation by naming the corporation as the deponent and specifying the matters for examination. The Rule states that a deposition notice “may in [the] notice name as the deponent a . . . corporation . . . and designate with reasonable particularity the matters on which examination is requested.” In response, “[t]he organization so named shall designate one or more officers, directors, or managing agents, or other persons . . . to testify on its behalf” about those matters. In other words, once served with a Rule 4:5(b)(6) notice, a corporation must produce witnesses knowledgeable about the identified topics, and must prepare them to testify fully on the corporation’s behalf.

### **1. MEF’s Blanket Objections Are Improper**

MEF’s refusal to produce a corporate designee on many noticed topics is procedurally improper and violates Virginia discovery rules. If MEF objected to certain topics as irrelevant, overly broad, or burdensome, its remedy was to timely move for a protective order under Rule 4:1(c) and obtain a court ruling limiting or clarifying the scope of the deposition. MEF did not do so. Instead, it chose self-help by simply declaring it would not provide testimony on those topics. Virginia law does not permit a party to unilaterally avoid discovery obligations in this manner. Rule 4:12(d) explicitly provides that a party’s “failure to act” – such as failing to appear or failing to designate a witness for a noticed deposition – “may not be excused on the ground that the discovery sought is objectionable unless the party failing to act has applied for a protective order.”

To be clear, Plaintiff is not suggesting that MEF waived all objections forever. MEF retains the right to object to specific improper questions at the deposition (e.g. to preserve privilege or relevance for trial) and to instruct a witness not to answer only in narrow circumstances (such as to protect privileged information). But MEF may not use objections as a shield to avoid the deposition entirely or to refuse to provide any witness on a noticed topic.

## **2. The Noticed Topics Are Relevant, Proportional, and Not Unduly Burdensome or Harassing**

MEF's October 13, 2025 letter asserted that many topics are irrelevant, overly broad, or intended to harass. These claims are meritless. Under Virginia's liberal discovery standards, each topic identified in Plaintiff's notice seeks information that is well within the scope of discovery for this case. Virginia Supreme Court Rule 4:1(b)(1) defines the scope of discovery broadly: parties may obtain discovery regarding any unprivileged matter that is relevant to the subject matter of the action, even if the information would not be admissible at trial, as long as it "appears reasonably calculated to lead to the discovery of admissible evidence." The Rules afford a "very broad" scope to discovery, reflecting the principle that litigants should have access to all information reasonably likely to illuminate the facts. Although a court may limit discovery that is truly redundant or unduly burdensome, that occurs only if the request is unreasonably cumulative or duplicative, or if the information is available from a more convenient or less burdensome source.

Each topic MEF disputes directly relates to the core issues of liability and notice:

Corporate Control: Plaintiff alleges that MEF, as the franchisor, exercised control over or had the right to control certain aspects of franchise operations, including safety protocols and training. The extent of MEF's control and involvement with the franchise in question is highly relevant to determining MEF's responsibility (or lack thereof) for the misconduct that occurred.

Inquiry into “corporate control” is neither tangential nor harassing – it goes to the heart of franchisor liability. MEF’s objection that this topic is irrelevant is baseless.

Prior Knowledge of Incidents: Plaintiff’s case (and potential punitive damages) may turn on whether MEF was aware of prior sexual assault or misconduct incidents at Massage Envy locations before the incident in this case, and what actions (or inaction) it took in response. Evidence that MEF had notice of a pattern of similar incidents would be directly relevant to Plaintiff’s claims of negligence (e.g., failure to warn or implement adequate safety measures) and to MEF’s willful disregard of risks to customers. The noticed topic seeks MEF’s knowledge of prior complaints, reports, or lawsuits involving sexual misconduct by therapists at Massage Envy franchises. This is a finite category of information; it is not an unlimited fishing expedition. MEF presumably maintains records or is aware of such serious incidents – in fact, public reports have documented that numerous women have been victims of sexual assault at Massage Envy spas nationwide in past years. MEF’s objection of irrelevance or undue burden is unsupported.

Safety Policies and Protocols: Plaintiff’s notice asks about MEF’s policies, procedures, and training relating to preventing or responding to sexual misconduct in its franchised locations. This is squarely relevant to Plaintiff’s claims that MEF failed to ensure a safe environment for customers. If MEF had robust safety policies, that might be part of its defense; if it lacked such policies or failed to enforce them, that supports Plaintiff’s claims of negligence. Discovery into corporate policies is standard fare and is not harassing. There is nothing unduly broad about asking a corporation to articulate what policies it has (or had at relevant times) regarding a specific issue.

In summary, all the noticed Rule 4:5(b)(6) topics are proper subjects of discovery. They seek information that is relevant to the claims or defenses, or at minimum “reasonably calculated to lead to the discovery of admissible evidence.” None of the topics are unreasonably broad; each

is tailored to a specific key issue. Furthermore, the number of topics (and presumably the deposition duration) is proportional to the needs of the case – this is a sexual assault case, and MEF is a large nationwide franchisor with ample resources to comply with discovery.

Finally, MEF’s mention of privilege is not a blanket shield here. None of Plaintiff’s topics on their face seeks privileged attorney-client communications or attorney work product. They deal with facts (what MEF knew, did, or had as policies). If certain incidental information within those topics is privileged (for instance, if MEF’s answer to a topic would include discussing legal advice it received), MEF can protect the privileged portion by instructing the witness not to reveal the substance of the legal advice or by providing a privilege log for any documents. But privilege is not a proper objection to an entire topic of a deposition. MEF must still designate a witness and have them testify to all non-privileged information known to the company on that subject.

### **3. MEF Cannot Unilaterally Avoid Designating a Representative – Court Intervention is Warranted**

Allowing MEF to sidestep the Rule 4:5(b)(6) deposition would set a dangerous precedent and undermine the truth-seeking function of discovery. MEF’s conduct – declining to comply without seeking a protective order – is effectively an attempt to usurp the Court’s role in managing discovery. If a deponent could escape a deposition simply by mailing an objection letter, Rule 4:5(b)(6) would be rendered toothless. That is why Virginia law requires either compliance or a timely court order relieving the party of compliance. Here, MEF did neither, and therefore it should be compelled to act. It bears emphasis that the topics at issue are not peripheral; they strike at issues that likely will be central at trial (such as what MEF knew about risks and what control it exercised). If MEF is not compelled to provide testimony on these areas now, Plaintiff will be prejudiced by lack of evidence to support her case and inability to challenge MEF’s assertions.

**CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion to Compel and enter an Order requiring Defendant Massage Envy Franchising, LLC to designate and produce corporate representatives, prepared to testify to all information known or reasonably available to MEF on each topic identified in Plaintiff's September 29, 2025 deposition notice.

**KRYSTAL GAYLE WILLIAMS**

By: \_\_\_\_\_  
Counsel

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**CERTIFICATE OF SERVICE**

I certify that I sent the foregoing by email and fax on October 21, 2025 to:

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**EXHIBIT****1****Williams v. Massage Envy - Deposition Scheduling**

**From** Sharif Gray <sharif@graybroughton.com>

**Date** Tue 9/23/2025 9:29 AM

**To** Stephanie Hamborsky <shamborsky@setliffllaw.com>; Jeremy Camacho <jcamacho@grsm.com>; Brian Scotti <bscott@grsm.com>; Nicole Stewart <nstewart@thorpeshwer.com>; Stephen Setliff <ssetliff@setliffllaw.com>

**Cc** Lara Bradshaw <lara@graybroughton.com>

Good morning:

I'm writing to schedule depositions for Williams v. Massage Envy. All of them will be done remotely. Here are the dates:

MICHAEL FITZGERALD: 10:00 am on December 15, 2025

FS GAINESVILLE, LLC: 10:00 am on December 16, 2025

MESSAGE ENVY FRANCHISING, LLC: 10:00 am on December 17, 2025

Please hold those dates. (If you are not available on those dates, please provide dates that you are available). We will send notices shortly.

Thank you,  
Sharif

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**\*\*PLEASE NOTE OUR NEW ADDRESS\*\***

**Sharif L. Gray**

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I certify that I sent the foregoing on September 29, 2025 by email and fax to the following:

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By:   
Counsel

## SCHEDULE A

### Definitions:

1. "Subject Incident" means the sexual assault that occurred in February 2023 at the Gainesville Franchise Location as described in Plaintiff's Complaint.

2. "Massage Envy" or "Franchisor" means Massage Envy Franchising LLC.

3. "FS Gainesville" or "Gainesville Franchisee" means FS Gainesville LLC.

4. "Gainesville Location" means the Massage Envy franchise location operated by FS Gainesville LLC in Gainesville, Virginia.

5. "Romero" means the individual who committed the sexual assault against Plaintiff in February 2023 and who was criminally convicted in connection with the Subject Incident.

6. "Zero Tolerance Policy" means Massage Envy's stated policy regarding sexual misconduct by therapists.

7. "Franchise Agreement" means any and all agreements between Massage Envy and its franchisees regarding franchise operations.

8. "Sexual Misconduct" means any inappropriate sexual contact, sexual assault, or sexual harassment by massage therapists or other employees.

9. "Pattern Evidence" means evidence of similar incidents of sexual misconduct at Massage Envy franchise locations nationwide.

### Designation of Matters on which the Examination Shall Be Conducted:

1. The corporate structure and franchise system control mechanisms, including: (a) the exact number and locations of all 1,200+ franchise locations as of February 2023; (b) organizational charts showing all C-suite executives, regional directors, and district managers with oversight of Virginia locations; (c) annual revenue from franchise royalties, advertising fees,

product sales, and other revenue streams from 2015-present; (d) the specific provisions in franchise agreements requiring compliance with corporate policies, allowing termination for violations, mandating use of corporate systems, and requiring incident reporting; (e) corporate's ability to conduct unannounced audits, mystery shops, and compliance checks; (f) the MINDBODY software system that provides corporate real-time access to appointment scheduling, therapist assignments, and customer data at all locations; and (g) standardized operating procedures that franchisees cannot deviate from without corporate approval.

2. The Zero Tolerance Policy's development, implementation failures, and enforcement gaps, including: (a) the exact date the policy was created and whether it was in response to specific incidents or litigation; (b) all versions of the policy from inception to present with redline comparisons showing changes; (c) the specific training materials, videos, and testing requirements provided to franchisees; (d) the number of therapists terminated nationwide under the policy from 2015-present broken down by year and location; (e) instances where franchisees failed to enforce the policy and what actions corporate took; (f) internal audits or reviews showing compliance rates below 100%; (g) complaints from franchisees that the policy was inadequate, unclear, or difficult to enforce; (h) the decision not to require chaperones, install cameras in treatment rooms, or implement panic buttons despite industry recommendations; and (i) admissions that the policy was reactive rather than preventive.

3. Massage Envy's documented knowledge of the sexual assault epidemic from 2015 to present, including: (a) the exact number of sexual assault reports received each month from January 2015 through February 2023, broken down by state and franchise location; (b) the internal incident tracking database or spreadsheet maintained by legal, risk management, or operations departments; (c) all reports made to law enforcement with case numbers and outcomes; (d) a

complete list of all civil lawsuits filed alleging sexual assault with case captions, jurisdictions, and resolution amounts; (e) all insurance claims submitted for sexual assault incidents with claim numbers and payout amounts; (f) internal communications responding to the November 2017 BuzzFeed investigation reporting 180+ incidents; (g) crisis management meetings held after major media coverage with attendee lists and meeting minutes; (h) the decision to continue selling new franchises despite knowing about ongoing assaults; and (i) comparative analysis showing Massage Envy's assault rate exceeds industry averages.

4. The February 2023 Romero assault at the Gainesville Location and corporate's response, including: (a) the exact date and time corporate was notified, who reported it, and through what communication channel; (b) all emails, phone logs, and incident reports between corporate and FS Gainesville from February 2023 through present; (c) whether corporate conducted an independent investigation or relied solely on the franchisee's account; (d) specific directives given to FS Gainesville about preserving evidence, cooperating with law enforcement, and communicating with the victim; (e) review of FS Gainesville's personnel file for Romero including his application, background check, and training records; (f) determination of whether FS Gainesville followed all corporate policies in hiring and supervising Romero; (g) any disciplinary action, increased oversight, or remedial training required of FS Gainesville; (h) communications with insurance carriers about the claim; and (i) whether this incident triggered any corporate-wide policy changes or alerts to other franchisees.

5. Prior sexual misconduct incidents at the Gainesville Location before February 2023, including: (a) all complaints of inappropriate touching, sexual comments, or boundary violations from the location's opening to present; (b) the names of all therapists who received complaints with dates and nature of complaints; (c) investigations conducted and findings made

for each complaint; (d) therapists who were terminated, suspended, or disciplined for misconduct; (e) complaints that were not reported to law enforcement and the reasons why; (f) pattern analysis showing whether the Gainesville location had higher incident rates than other Virginia franchises; (g) enhanced monitoring or probationary measures imposed on FS Gainesville; (h) communications with Michael FitzGerald about the location's safety record; (i) whether corporate ever considered terminating or not renewing FS Gainesville's franchise due to safety concerns; and (j) correlation between incidents and specific management practices at the location.

6. Therapist screening, background checks, and information sharing failures, including: (a) the specific background check vendor(s) used and the scope of searches conducted (county, state, federal, sex offender registries); (b) instances from 2015-present where therapists with criminal histories were hired by franchisees; (c) the decision not to require fingerprint-based FBI background checks despite their availability; (d) the lack of a centralized database to track therapists who were terminated for misconduct at one location and applied at another; (e) specific instances where therapists fired for misconduct at one franchise were hired at another franchise; (f) complaints from franchisees about inadequate screening tools or guidance; (g) corporate's knowledge that some franchisees were not conducting required background checks; (h) the decision not to implement ongoing monitoring or annual rechecks of criminal records; (i) failure to check professional licensing board disciplinary actions; and (j) reliance on franchisees to conduct screening without corporate verification or auditing.

7. Training programs on sexual misconduct prevention and their documented inadequacies, including: (a) the exact number of hours of training required on sexual misconduct prevention versus other topics like sales or customer service; (b) whether training is conducted in-person or online and completion/attendance rates; (c) the specific scenarios, warning signs, and

intervention techniques covered in training materials; (d) testing or certification requirements and passage rates; (e) complaints from franchisees or therapists that training was insufficient, unrealistic, or not trauma-informed; (f) updates to training after major incidents showing reactive rather than proactive approach; (g) comparison of Massage Envy's training to industry best practices and professional standards; (h) the decision not to require annual refresher training despite recommendations; (i) failure to train on recognizing grooming behaviors and predatory patterns; and (j) lack of bystander intervention training for front desk staff and other therapists.

8. The Franchise Agreement with FS Gainesville demonstrating corporate control, including: (a) all executed agreements from initial franchise through February 2023 with all amendments and addenda; (b) specific provisions giving corporate the right to dictate policies, procedures, and standards that FS Gainesville must follow; (c) the requirement to use corporate's booking system, client management software, and reporting tools; (d) mandatory insurance requirements and corporate's status as additional insured; (e) indemnification provisions requiring FS Gainesville to defend and indemnify corporate for assault claims; (f) corporate's right to terminate for violations of brand standards or safety policies; (g) requirements for incident reporting within specific timeframes; (h) corporate's right to take over locations or force sales to new franchisees; (i) financial penalties or fees for non-compliance with corporate directives; and (j) provisions preventing franchisees from implementing additional safety measures without corporate approval.

9. Corporate control mechanisms demonstrating actual control over daily franchise operations, including: (a) the Operations Manual specifying exact procedures franchisees must follow for hiring, training, supervising, and terminating employees; (b) required use of corporate's proprietary MINDBODY system giving corporate real-time visibility into operations; (c) monthly,

quarterly, and annual reporting requirements from franchisees to corporate; (d) corporate's conducted audits, inspections, and mystery shops at the Gainesville location from 2015-present; (e) instances where corporate mandated changes at franchise locations; (f) corporate control over marketing, advertising, and public communications about safety; (g) required participation in corporate insurance programs and risk management initiatives; (h) technology systems that allow corporate to monitor customer complaints and reviews in real-time; (i) corporate's ability to communicate directly with franchise employees through training platforms; and (j) evidence that franchisees have little actual autonomy in operational decisions.

10. Communication systems and reporting failures between corporate and franchisees, including: (a) the specific hotlines, email addresses, and reporting portals for franchisees to report incidents; (b) mandatory timeframes for reporting sexual assault allegations (24 hours, 48 hours, etc.); (c) instances where franchisees failed to timely report incidents and corporate's response; (d) regular conference calls, webinars, or meetings where safety issues are discussed; (e) corporate's incident response team and escalation protocols; (f) form templates and reporting requirements for documenting incidents; (g) failures in the system that allowed incidents to go unreported or underreported; (h) franchisee complaints that reporting systems were confusing, duplicative, or ineffective; (i) corporate's knowledge that some franchisees were actively concealing incidents; and (j) lack of anonymous reporting mechanisms for franchise employees to report concerns directly to corporate.

11. Insurance coverage and claims management revealing pattern knowledge, including: (a) all master insurance policies from 2015-present with coverage limits, deductibles, and exclusions; (b) requirements for franchisees to maintain specific coverage amounts and name corporate as additional insured; (c) the complete claims log for sexual assault incidents showing

claim numbers, dates, claimants, locations, and settlement amounts; (d) involvement of insurance carriers in developing or modifying safety policies; (e) premium increases or coverage restrictions due to sexual assault claims frequency; (f) reserves set aside for anticipated future sexual assault claims; (g) actuarial analyses projecting future claims based on historical patterns; (h) decisions to increase deductibles or self-insured retentions to manage costs; (i) claims denied due to franchisee non-compliance with safety policies; and (j) corporate's knowledge from claims data about the frequency and severity of sexual assaults across the franchise system.

12. Public statements and marketing creating assumed duty for customer safety, including: (a) all advertisements from 2015-present mentioning 'safety,' 'professionalism,' 'trust,' or 'peace of mind'; (b) website content and social media posts about the Zero Tolerance Policy and commitment to customer safety; (c) press releases and media statements following publicized sexual assault incidents; (d) internal marketing guidance about how to address safety concerns in advertising; (e) customer testimonials and reviews used in marketing that emphasize feeling safe; (f) responses to negative reviews mentioning sexual assault or safety concerns; (g) talking points provided to franchisees for addressing safety questions; (h) the decision to make safety a key marketing message despite ongoing incidents; (i) consumer research showing safety as a primary concern for massage customers; and (j) evidence that marketing created reasonable consumer expectations of safety that corporate knew it could not meet.

13. Regulatory investigations and government enforcement actions, including: (a) all state massage therapy board investigations and disciplinary actions from 2015-present; (b) law enforcement investigations at franchise locations with case numbers and outcomes; (c) civil investigative demands, subpoenas, or information requests from attorneys general or other regulators; (d) consent decrees, settlement agreements, or corrective action plans with government

agencies; (e) changes to policies or procedures mandated by regulatory agencies; (f) citations, fines, or penalties imposed for safety violations; (g) license suspensions or revocations at franchise locations; (h) grand jury subpoenas or criminal investigations of corporate executives; (i) lobbying efforts to influence massage therapy regulations or oppose additional safety requirements; and (j) internal assessments of regulatory compliance and identified deficiencies.

14. Financial decisions prioritizing profits over customer safety, including: (a) annual revenue from franchise operations from 2015-present broken down by royalties, fees, and product sales; (b) specific cost estimates for rejected safety measures including cameras in hallways, panic buttons, chaperone policies, and enhanced background checks; (c) Board of Directors and executive committee meeting minutes discussing the financial impact of sexual assault claims versus cost of prevention; (d) decisions to continue aggressive franchise expansion despite unresolved safety issues; (e) executive compensation tied to growth metrics without safety components; (f) internal emails or memoranda stating that enhanced safety measures would hurt profitability; (g) comparative analysis showing money spent on marketing versus safety training; (h) the decision to maintain inadequate insurance rather than implement prevention measures; (i) financial projections assuming continued sexual assault settlements as a cost of doing business; and (j) evidence that corporate viewed assault settlements as cheaper than systemic safety improvements.

15. Industry standards and deliberate indifference to best practices, including: (a) membership in International Spa Association, American Massage Therapy Association, or other industry organizations; (b) attendance at industry conferences where sexual assault prevention was discussed; (c) consultation with security experts, workplace violence consultants, or sexual assault prevention specialists; (d) benchmarking studies comparing Massage Envy's safety measures to

competitors; (e) industry best practices for preventing sexual assault that Massage Envy chose not to implement; (f) expert recommendations received but not followed; (g) knowledge that competitors had lower incident rates due to better safety measures; (h) internal acknowledgment that current measures were below industry standards; (i) decisions to prioritize brand image over implementing visible security measures; and (j) resistance to safety improvements that would imply current measures were inadequate.

16. Document retention and spoliation of evidence, including: (a) written document retention policies and litigation hold procedures from 2015-present; (b) instances where surveillance footage of alleged assaults was deleted or overwritten despite preservation obligations; (c) email deletion policies and whether auto-delete was suspended after incidents; (d) text messages, instant messages, or other communications that were not preserved; (e) the specific date litigation holds were issued for this case and what materials were preserved; (f) documents destroyed after notice of potential claims; (g) failure to preserve therapist personnel files after termination for misconduct; (h) incomplete or missing incident reports; (i) changes to document retention policies to limit corporate liability; and (j) instructions to franchisees about document preservation or destruction.

17. Corporate knowledge and notice of the nationwide sexual assault crisis, including: (a) the specific date and circumstances when CEO Beth Stiller and each Board member first learned about sexual assaults at franchise locations; (b) all Board of Directors meetings from 2015 to present where sexual assault incidents were discussed, including meeting minutes, presentations, and attendance records; (c) internal risk assessments, actuarial analyses, and liability exposure reports prepared by or for senior management regarding sexual assault claims; (d) specific safety measures proposed but rejected, including the identity of who proposed them, who

rejected them, stated reasons for rejection, and cost estimates; (e) communications between C-suite executives regarding BuzzFeed's 2017 investigation and subsequent media coverage; (f) decisions to continue franchise sales and expansion despite knowledge of ongoing sexual assaults; (g) internal emails, memoranda, and reports using terms such as 'crisis,' 'epidemic,' 'pattern,' or 'systemic' in reference to sexual assaults; (h) consultations with crisis management firms, public relations agencies, or reputation management consultants regarding sexual assault incidents; (i) discussions about implementing biometric scanning, panic buttons, or additional security measures and why they were not adopted; and (j) any analysis comparing the cost of implementing enhanced safety measures versus the anticipated cost of sexual assault settlements and verdicts.

18. Assumed duty and voluntary undertakings creating reliance, including: (a) all public commitments made to customer safety from 2015-present through press releases, website content, or advertising; (b) implementation and marketing of the Zero Tolerance Policy as a guarantee of customer safety; (c) voluntary adoption of safety measures beyond legal requirements and how they were communicated to consumers; (d) creation of customer service positions or departments specifically focused on safety concerns; (e) safety certifications, accreditations, or awards sought or received; (f) internal acknowledgment that customers choose Massage Envy based on safety representations; (g) customer surveys showing safety as a primary factor in choosing Massage Envy; (h) instances where corporate intervened directly in franchise safety issues despite claiming franchisee independence; (i) safety promises made to regain consumer trust after negative publicity; and (j) evidence that corporate's voluntary undertakings created reasonable reliance that Massage Envy was safer than independent massage providers.

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October 13, 2025

**VIA E-MAIL AND U.S. MAIL**

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**Re: *Krystal Gayle Williams v. Massage Envy Franchising, LLC, et al.***  
**Case No. CL25-1340**  
**Objections to Plaintiff's September 30, 2025 Notice of Deposition of**  
**Defendant Massage Envy Franchising, LLC**

Dear Counsel:

Pursuant to Rule 4:5(b)(6), Defendant Massage Envy Franchising, LLC ("MEF") herein states its objections to Plaintiff's September 29, 2025 Notice of Deposition of Defendant Massage Envy Franchising, LLC for December 17, 2025 (the "Notice").

Preliminary, MEF objects to the Notice for containing a total of 174 topics and sub-topics – such a Notice is, on its face, overbroad, unduly burdensome, disproportionate to the needs of this case, harassing, and not tethered to any realistic expectations of a corporate litigant. The majority of the topics seek information that is not relevant to Plaintiff's claims or tailored to the facts surrounding her alleged incident. MEF further objects, generally, to the tenor of the requests and because many of the topics assume facts that are untrue or the existence of documents or information that does not exist. MEF further objects because the deposition date was unilaterally set.

Below is a comprehensive list of objections to Plaintiff’s Notice. We are willing to meet and confer on these objections and hope we can reach a resolution without the Court’s involvement.

<b>TOPIC</b>	<b>OBJECTIONS</b>
<p>1. The corporate structure and franchise system control mechanisms, including: (a) the exact number and locations of all 1,200+ franchise locations as of February 2023; (b) organizational charts showing all C-suite executives, regional directors, and district managers with oversight of Virginia locations; (c) annual revenue from franchise royalties, advertising fees, product sales, and other revenue streams from 2015-present; (d) the specific provisions in franchise agreements requiring compliance with corporate policies, allowing termination for violations, mandating use of corporate systems, and requiring incident reporting; (e) corporate's ability to conduct unannounced audits, mystery shops, and compliance checks; (f) the MINDBODY software system that provides corporate real-time access to appointment scheduling, therapist assignments, and customer data at all locations; and (g) standardized operating procedures that franchisees cannot deviate from without corporate approval.</p>	<ul style="list-style-type: none"><li>• MEF does not “control” the day-to-day operations of its franchisees.</li><li>• Vague and ambiguous: the phrase “franchise system control mechanisms” and subtopics (d), (f), (g)</li><li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (e), (f)</li><li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g)</li><li>• Related to third-parties: sub-topics (c), (d)</li><li>• Harassing: subtopics (a), (b), (c), (g)</li><li>• Legal conclusion: Topic 1 (“control”)</li></ul> <p>MEF is willing to provide a corporate designee to testify generally to its corporate structure as of February 25, 2023.</p>
<p>2. The Zero Tolerance Policy’s development, implementation failures, and enforcement gaps, including: (a) the exact date the policy was created and whether it was in response to specific incidents or litigation; (b) all versions of the policy from inception to present with redline comparisons showing changes; (c) the specific training materials, videos, and testing requirements provided to franchisees; (d) the number of therapists terminated nationwide under the policy from 2015-present broken down by year and location; (e) instances where franchisees failed to enforce the policy and what actions corporate took; (f) internal audits or reviews showing compliance rates below</p>	<ul style="list-style-type: none"><li>• MEF expressly objects to Plaintiff’s characterization of its Code of Conduct and Zero Tolerance Policy.</li><li>• Vague and ambiguous: Topic 2 as to “implementation failures” and “enforcement gaps,” sub-topics (c), (g), (h), (i)</li><li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li><li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li><li>• Not within MEF’s possession, custody, or control: sub-topics (b), (c), (d), (f), (i)</li></ul>

TOPIC	OBJECTIONS
<p>100%; (g) complaints from franchisees that the policy was inadequate, unclear, or difficult to enforce; (h) the decision not to require chaperones, install cameras in treatment rooms, or implement panic buttons despite industry recommendations; and (i) admissions that the policy was reactive rather than preventive.</p>	<ul style="list-style-type: none"> <li>• Privileged/confidential: sub-topics (a), (b), (h), (i)</li> <li>• Related to third-parties: sub-topics (a), (d), (e), (f), (g), (h)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to its Code of Conduct and Zero Tolerance Policy and its Code of Conduct Violation, Handling and Reporting Policy in effect as of February 25, 2023.</p>
<p>3. Massage Envy’s documented knowledge of the sexual assault epidemic from 2015 to present, including: (a) the exact number of sexual assault reports received each month from January 2015 through February 2023, broken down by state and franchise location; (b) the internal incident tracking database or spreadsheet maintained by legal, risk management, or operations departments; (c) all reports made to law enforcement with case numbers and outcomes; (d) a complete list of all civil lawsuits filed alleging sexual assault with case captions, jurisdictions, and resolution amounts; (e) all insurance claims submitted for sexual assault incidents with claim numbers and payout amounts; (f) internal communications responding to the November 2017 BuzzFeed investigation reporting 180+ incidents; (g) crisis management meetings held after major media coverage with attendee lists and meeting minutes; (h) the decision to continue selling new franchises despite knowing about ongoing assaults; and (i) comparative analysis showing Massage Envy’s assault rate exceeds industry averages.</p>	<ul style="list-style-type: none"> <li>• MEF denies any knowledge of a “sexual assault epidemic” occurring at its independently owned and operated franchise locations.</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (a), (c), (d), (e), (i)</li> <li>• Privileged/Confidential: sub-topics (b), (d), (e), (f), (g), (h), (i)</li> <li>• Related to third-parties: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Publicly available: sub-topic (d) as to lawsuit information</li> <li>• Harassing: sub-topics (a), (b), (c), (d), (e), (f), (g), (h)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to the incident report it received from franchisee regarding Plaintiff’s alleged incident on February 25, 2023.</p>
<p>4. The February 2023 Romero assault at the Gainesville Location and corporate’s</p>	<ul style="list-style-type: none"> <li>• MEF was not Romero’s employer at the time of Plaintiff’s alleged sexual assault.</li> </ul>

TOPIC	OBJECTIONS
<p>response, including: (a) the exact date and time corporate was notified, who reported it, and through what communication channel; (b) all emails, phone logs, and incident reports between corporate and FS Gainesville from February 2023 through present; (c) whether corporate conducted an independent investigation or relied solely on the franchisee’s account; (d) specific directives given to FS Gainesville about preserving evidence, cooperating with law enforcement, and communicating with the victim; (e) review of FS Gainesville’s personnel file for Romero including his application, background check, and training records; (f) determination of whether FS Gainesville followed all corporate policies in hiring and supervising Romero; (g) any disciplinary action, increased oversight, or remedial training required of FS Gainesville; (h) communications with insurance carriers about the claim; and (i) whether this incident triggered any corporate-wide policy changes or alerts to other franchisees.</p>	<ul style="list-style-type: none"> <li>• Vague and ambiguous: sub-topics (c), (d), (e), (f), (g), (i)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (b), (d), (e), (g), (h), (i)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topic (b)</li> <li>• Privileged/confidential: sub-topics (f), (g), (h), (i)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to the incident report it received from franchisee regarding Plaintiff’s alleged incident on February 25, 2023, including the report from third-party investigators at Redirect, LLC.</p>
<p>5. Prior sexual misconduct incidents at the Gainesville Location before February 2023, including: (a) all complaints of inappropriate touching, sexual comments, or boundary violations from the location’s opening to present; (b) the names of all therapists who received complaints with dates and nature of complaints; (c) investigations conducted and findings made for each complaint; (d) therapists who were terminated, suspended, or disciplined for misconduct; (e) complaints that were not reported to law enforcement and the reasons why; (f) pattern analysis showing whether the Gainesville location had higher incident rates than other Virginia franchises; (g) enhanced monitoring or probationary measures imposed on FS Gainesville; (h) communications with Michael FitzGerald about the location’s safety record; (i) whether corporate ever considered</p>	<ul style="list-style-type: none"> <li>• MEF has no first-hand knowledge of any alleged prior sexual misconduct incidents before February 2023 at the independently owned and operated franchise location.</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: subtopic (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (a), (b), (c), (d), (e), (f), (j)</li> <li>• Privileged/confidential: sub-topics (f), (i)</li> <li>• Related to third-parties: sub-topics (a), (b), (c), (d), (e), (h)</li> </ul>

<b>TOPIC</b>	<b>OBJECTIONS</b>
<p>terminating or not renewing FS Gainesville’s franchise due to safety concerns; and (j) correlation between incidents and specific management practices at the location.</p>	<p>MEF is willing to provide a corporate designee to testify generally to the incident report it received from franchisee regarding Plaintiff’s alleged assault on February 25, 2023.</p>
<p>6. Therapist screening, background checks, and information sharing failures, including: (a) the specific background check vendor(s) used and the scope of searches conducted (county, state, federal, sex offender registries); (b) instances from 2015-present where therapists with criminal histories were hired by franchisees; (c) the decision not to require fingerprint-based FBI background checks despite their availability; (d) the lack of a centralized database to track therapists who were terminated for misconduct at one location and applied at another; (e) specific instances where therapists fired for misconduct at one franchise were hired at another franchise; (f) complaints from franchisees about inadequate screening tools or guidance; (g) corporate's knowledge that some franchisees were not conducting required background checks; (h) the decision not to implement ongoing monitoring or annual rechecks of criminal records; (i) failure to check professional licensing board disciplinary actions; and (j) reliance on franchisees to conduct screening without corporate verification or auditing.</p>	<ul style="list-style-type: none"> <li>• MEF does not employ any service providers at individually owned and operated franchise locations; franchisees are the employers of their service providers, including massage therapists such as Mr. Romero. Additionally, MEF expressly denies Plaintiff’s characterization of franchisees’ hiring practices.</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (b), (e), (i)</li> <li>• Privileged: sub-topics (c), (d), (h), (i), (j)</li> <li>• Related to third-parties: sub-topics (b), (c), (e)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to the policies related to massage therapists, who are employees of each independently owned and operated franchise locations, on or about February 2023.</p>
<p>7. Training programs on sexual misconduct prevention and their documented inadequacies, including: (a) the exact number of hours of training required on sexual</p>	<ul style="list-style-type: none"> <li>• MEF is not responsible for ensuring service providers complete their required trainings—that is the responsibility of the employers of the service providers, the</li> </ul>

TOPIC	OBJECTIONS
<p>misconduct prevention versus other topics like sales or customer service; (b) whether training is conducted in-person or online and completion/ attendance rates; (c) the specific scenarios, warning signs, and intervention techniques covered in training materials; (d) testing or certification requirements and passage rates; (e) complaints from franchisees or therapists that training was insufficient, unrealistic, or not trauma-informed; (f) updates to training after major incidents showing reactive rather than proactive approach; (g) comparison of Massage Envy's training to industry best practices and professional standards; (h) the decision not to require annual refresher training despite recommendations; (i) failure to train on recognizing grooming behaviors and predatory patterns; and (j) lack of bystander intervention training for front desk staff and other therapists.</p>	<p>independently owned and operated franchisees. Moreover, MEF expressly objects to Plaintiff's characterization of training as having "documented inadequacies."</p> <ul style="list-style-type: none"> <li>• Vague and ambiguous: sub-topics (a), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF's possession, custody, or control: sub-topics (a), (b), (c), (d), (e), (f), (g), (j)</li> <li>• Privileged/confidential: sub-topics (a), (c), (d), (f), (g), (h), (i), (j)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to the required training franchisee was responsible for ensuring Romero completed closest in time to Plaintiff's alleged assault on February 25, 2023.</p>
<p>8. The Franchise Agreement with FS Gainesville demonstrating corporate control, including: (a) all executed agreements from initial franchise through February 2023 with all amendments and addenda; (b) specific provisions giving corporate the right to dictate policies, procedures, and standards that FS Gainesville must follow; (c) the requirement to use corporate's booking system, client management software, and reporting tools; (d) mandatory insurance requirements and corporate's status as additional insured; (e) indemnification provisions requiring FS Gainesville to defend and indemnify corporate for assault claims; (f) corporate's right to terminate for violations of brand</p>	<ul style="list-style-type: none"> <li>• MEF expressly denies that the operative franchise agreement demonstrates "corporate control" and objects to Plaintiff's characterization of same.</li> <li>• Vague and ambiguous: sub-topics (b), (c), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Privileged/confidential: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Legal conclusion: Topic 8</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to the operative</p>

TOPIC	OBJECTIONS
<p>standards or safety policies; (g) requirements for incident reporting within specific timeframes; (h) corporate's right to take over locations or force sales to new franchisees; (i) financial penalties or fees for non-compliance with corporate directives; and (j) provisions preventing franchisees from implementing additional safety measures without corporate approval.</p>	<p>franchise agreement between MEF and franchisee as of February 25, 2023.</p>
<p>9. Corporate control mechanisms demonstrating actual control over daily franchise operations, including: (a) the Operations Manual specifying exact procedures franchisees must follow for hiring, training, supervising, and terminating employees; (b) required use of corporate's proprietary MINDBODY system giving corporate real-time visibility into operations; (c) monthly, quarterly, and annual reporting requirements from franchisees to corporate; (d) corporate's conducted audits, inspections, and mystery shops at the Gainesville location from 2015-present; (e) instances where corporate mandated changes at franchise locations; (f) corporate control over marketing, advertising, and public communications about safety; (g) required participation in corporate insurance programs and risk management initiatives; (h) technology systems that allow corporate to monitor customer complaints and reviews in real-time; (i) corporate's ability to communicate directly with franchise employees through training platforms; and (j) evidence that franchisees have little actual autonomy in operational decisions.</p>	<ul style="list-style-type: none"> <li>• MEF does not have “control mechanisms demonstrating actual control over daily franchise operations.”</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (b), (c), (d), (e), (f), (g), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Privileged/confidential: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Legal conclusions: Topic 9, sub-topics (f), (j)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally as to the relationship between MEF and franchisee on or about February 25, 2023.</p>
<p>10. Communication systems and reporting failures between corporate and franchisees, including: (a) the specific hotlines, email addresses, and reporting portals for franchisees to report incidents; (b) mandatory timeframes for reporting sexual assault allegations (24 hours, 48 hours, etc.); (c) instances where franchisees failed to timely</p>	<ul style="list-style-type: none"> <li>• MEF expressly objects to Plaintiff's characterization of communications between MEF and franchisees as having “reporting failures.”</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-</li> </ul>

TOPIC	OBJECTIONS
<p>report incidents and corporate's response; (d) regular conference calls, webinars, or meetings where safety issues are discussed; (e) corporate's incident response team and escalation protocols; (f) form templates and reporting requirements for documenting incidents; (g) failures in the system that allowed incidents to go unreported or underreported; (h) franchisee complaints that reporting systems were confusing, duplicative, or ineffective; (i) corporate's knowledge that some franchisees were actively concealing incidents; and (j) lack of anonymous reporting mechanisms for franchise employees to report concerns directly to corporate.</p>	<p>topics (b), (c), (d), (e), (f), (g), (h), (i), (j)</p> <ul style="list-style-type: none"> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF's possession, custody, or control: sub-topics (c), (d)</li> <li>• Privileged/confidential: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Related to third-parties: sub-topics (c), (d), (g), (h), (i)</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally as to the requirements for reporting allegations of misconduct by franchisee employees and the use of the AIR Tool in effect on or about February 25, 2023.</p>
<p>11. Insurance coverage and claims management revealing pattern knowledge, including: (a) all master insurance policies from 2015-present with coverage limits, deductibles, and exclusions; (b) requirements for franchisees to maintain specific coverage amounts and name corporate as additional insured; (c) the complete claims log for sexual assault incidents showing claim numbers, dates, claimants, locations, and settlement amounts; (d) involvement of insurance carriers in developing or modifying safety policies; (e) premium increases or coverage restrictions due to sexual assault claims frequency; (f) reserves set aside for anticipated future sexual assault claims; (g) actuarial analyses projecting future claims based on historical patterns; (h) decisions to increase deductibles or self-insured retentions to manage costs; (i) claims denied due to franchisee non-compliance with safety policies; and (j) corporate's knowledge from claims data about the frequency and severity of sexual assaults across the franchise system.</p>	<ul style="list-style-type: none"> <li>• MEF objects to the allegation of it having "pattern knowledge."</li> <li>• Vague and ambiguous: sub-topics (a), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF's possession, custody, or control: sub-topics (a), (c), (e), (f), (g), (h), (i), (j)</li> <li>• Privileged/confidential: sub-topics (c), (f), (g), (j)</li> <li>• Related to third-parties: sub-topics (c)</li> <li>• Harassing: sub-topics (c)</li> </ul> <p>MEF is willing to provide a corporate designee to testify as to the topic of franchisee insurance as discussed in the operative Franchise Agreement and Operations Manual as of February 25, 2023.</p>

TOPIC	OBJECTIONS
<p>12. Public statements and marketing creating assumed duty for customer safety, including: (a) all advertisements from 2015-present mentioning 'safety,' 'professionalism,' 'trust,' or 'peace of mind'; (b) website content and social media posts about the Zero Tolerance Policy and commitment to customer safety; (c) press releases and media statements following publicized sexual assault incidents; (d) internal marketing guidance about how to address safety concerns in advertising; (e) customer testimonials and reviews used in marketing that emphasize feeling safe; (f) responses to negative reviews mentioning sexual assault or safety concerns; (g) talking points provided to franchisees for addressing safety questions; (h) the decision to make safety a key marketing message despite ongoing incidents; (i) consumer research showing safety as a primary concern for massage customers; and (j) evidence that marketing created reasonable consumer expectations of safety that corporate knew it could not meet.</p>	<ul style="list-style-type: none"> <li>• MEF expressly denies that it created an “assumed duty for customer safety.”</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (a), (i), (j)</li> <li>• Privileged/confidential: sub-topics (d), (h), (i)</li> <li>• Publicly available: sub-topics (a), (b), (c), (e), (f)</li> <li>• Legal conclusion: Topic 12</li> </ul> <p>MEF is willing to provide a corporate designee to testify generally to its public statements relevant to Plaintiff’s claims in or around February 2023.</p>
<p>13. Regulatory investigations and government enforcement actions, including: (a) all state massage therapy board investigations and disciplinary actions from 2015-present; (b) law enforcement investigations at franchise locations with case numbers and outcomes; (c) civil investigative demands, subpoenas, or information requests from attorneys general or other regulators; (d) consent decrees, settlement agreements, or corrective action plans with government agencies; (e) changes to policies or procedures mandated by regulatory agencies; (f) citations, fines, or penalties imposed for safety violations; (g) license suspensions or revocations at franchise locations; (h) grand jury subpoenas or criminal investigations of corporate executives; (i) lobbying efforts to influence massage therapy regulations or oppose additional safety requirements; and (j)</p>	<ul style="list-style-type: none"> <li>• Vague and ambiguous: sub-topics (a), (c), (d), (e), (f), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (a), (b), (c), (d), (e), (f), (g), (h)</li> <li>• Privileged/confidential: sub-topics (e), (j)</li> <li>• Related to third-parties: sub-topics (a), (b), (c), (d), (e), (f), (g), (h)</li> <li>• Publicly available: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i)</li> <li>• Harassing: sub-topics (a), (b), (c), (d), (e),</li> </ul>

<b>TOPIC</b>	<b>OBJECTIONS</b>
<p>internal assessments of regulatory compliance and identified deficiencies.</p>	<p>(f), (g), (h)</p> <p>MEF is willing to provide a corporate designee to testify generally as to whether MEF is aware of any regulatory or criminal proceedings against Romero based upon Plaintiff's alleged incident on February 25, 2023.</p>
<p>14. Financial decisions prioritizing profits over customer safety, including: (a) annual revenue from franchise operations from 2015-present broken down by royalties, fees, and product sales; (b) specific cost estimates for rejected safety measures including cameras in hallways, panic buttons, chaperone policies, and enhanced background checks; (c) Board of Directors and executive committee meeting minutes discussing the financial impact of sexual assault claims versus cost of prevention; (d) decisions to continue aggressive franchise expansion despite unresolved safety issues; (e) executive compensation tied to growth metrics without safety components; (f) internal emails or memoranda stating that enhanced safety measures would hurt profitability; (g) comparative analysis showing money spent on marketing versus safety training; (h) the decision to maintain inadequate insurance rather than implement prevention measures; (i) financial projections assuming continued sexual assault settlements as a cost of doing business; and (j) evidence that corporate viewed assault settlements as cheaper than systemic safety improvements.</p>	<ul style="list-style-type: none"> <li>• MEF objects to the characterization of its “[f]inancial decisions prioritizing profits over customer safety.”</li> <li>• Vague and ambiguous: sub-topics (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Not within MEF’s possession, custody, or control: sub-topics (b), (c), (e), (f), (g), (h), (i), (j)</li> <li>• Privileged/confidential: (a), (b), (c), (d), (e), (f), (h), (i), (j)</li> <li>• Harassing: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> </ul> <p>MEF will not provide a corporate representative to testify on this Topic.</p>
<p>15. Industry standards and deliberate indifference to best practices, including: (a) membership in International Spa Association, American Massage Therapy Association, or other industry organizations; (b) attendance at industry conferences where sexual assault prevention was discussed; (c) consultation with security experts, workplace violence consultants, or sexual assault prevention</p>	<ul style="list-style-type: none"> <li>• MEF denies having “deliberate indifference to best practices.”</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome;</li> </ul>

TOPIC	OBJECTIONS
<p>specialists; (d) benchmarking studies comparing Massage Envy's safety measures to competitors; (e) industry best practices for preventing sexual assault that Massage Envy chose not to implement; (f) expert recommendations received but not followed; (g) knowledge that competitors had lower incident rates due to better safety measures; (h) internal acknowledgment that current measures were below industry standards; (i) decisions to prioritize brand image over implementing visible security measures; and (j) resistance to safety improvements that would imply current measures were inadequate.</p>	<p>disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</p> <ul style="list-style-type: none"> <li>• Privileged/confidential: sub-topics (c), (d), (e), (f)</li> <li>• Harassing: sub-topics (e), (f), (g), (h), (i) (j)</li> </ul> <p>MEF is willing to designate a corporate designee to testify generally as to MEF's required policies and training related to inappropriate conduct by service providers (employees of independently owned and operated franchisees) on or about February 25, 2023.</p>
<p>16. Document retention and spoliation of evidence, including: (a) written document retention policies and litigation hold procedures from 2015-present; (b) instances where surveillance footage of alleged assaults was deleted or overwritten despite preservation obligations; (c) email deletion policies and whether auto-delete was suspended after incidents; (d) text messages, instant messages, or other communications that were not preserved; (e) the specific date litigation holds were issued for this case and what materials were preserved; (f) documents destroyed after notice of potential claims; (g) failure to preserve therapist personnel files after termination for misconduct; (h) incomplete or missing incident reports; (i) changes to document retention policies to limit corporate liability; and (j) instructions to franchisees about document preservation or destruction.</p>	<ul style="list-style-type: none"> <li>• MEF expressly denies having spoliated evidence.</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (f), (g), (h), (i), (j)</li> <li>• Not within MEF's possession, custody, or control: sub-topics (b), (c), (d), (f), (g), (h)</li> <li>• Privileged/confidential: sub-topics (e), (h), (i), (j)</li> <li>• Related to third-parties: sub-topics (b), (c), (d), (f), (g), (h)</li> <li>• Harassing: sub-topics (b), (d), (f), (g), (h), (i)</li> <li>• Legal conclusion: sub-topics (b), (i)</li> </ul> <p>Absent reasonable suspicion that any relevant documents and/or information was not retained related to Plaintiff's alleged incident on February 25, 2023, MEF will not produce a corporate representative to testify on this Topic.</p>

TOPIC	OBJECTIONS
<p>17. Corporate knowledge and notice of the nationwide sexual assault crisis, including: (a) the specific date and circumstances when CEO Beth Stiller and each Board member first learned about sexual assaults at franchise locations; (b) all Board of Directors meetings from 2015 to present where sexual assault incidents were discussed, including meeting minutes, presentations, and attendance records; (c) internal risk assessments, actuarial analyses, and liability exposure reports prepared by or for senior management regarding sexual assault claims; (d) specific safety measures proposed but rejected, including the identity of who proposed them, who rejected them, stated reasons for rejection, and cost estimates; (e) communications between C-suite executives regarding BuzzFeed's 2017 investigation and subsequent media coverage; (f) decisions to continue franchise sales and expansion despite knowledge of ongoing sexual assaults; (g) internal emails, memoranda, and reports using terms such as “crisis,” “epidemic,” “pattern,” or “systemic” in reference to sexual assaults; (h) consultations with crisis management firms, public relations agencies, or reputation management consultants regarding sexual assault incidents; (i) discussions about implementing biometric scanning, panic buttons, or additional security measures and why they were not adopted; and (j) any analysis comparing the cost of implementing enhanced safety measures versus the anticipated cost of sexual assault settlements and verdicts.</p>	<ul style="list-style-type: none"> <li>• MEF denies there is a “nationwide sexual assault crisis” in its independently owned and operated franchise locations.</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Privileged/confidential: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Harassing: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Legal conclusions: Topic 17</li> </ul> <p>MEF will not provide a corporate representative to testify on this Topic.</p>
<p>18. Assumed duty and voluntary undertakings creating reliance, including: (a) all public commitments made to customer safety from 2015-present through press releases, website content, or advertising; (b) implementation and marketing of the Zero Tolerance Policy as a guarantee of customer</p>	<ul style="list-style-type: none"> <li>• MEF expressly denies that it “[a]ssumed [a] duty and voluntary undertakings creating reliance.”</li> <li>• Vague and ambiguous: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li> <li>• Irrelevant and unlikely to lead to the discovery of admissible evidence: sub-</li> </ul>

TOPIC	OBJECTIONS
safety; (c) voluntary adoption of safety measures beyond legal requirements and how they were communicated to consumers; (d) creation of customer service positions or departments specifically focused on safety concerns; (e) safety certifications, accreditations, or awards sought or received; (f) internal acknowledgment that customers choose Massage Envy based on safety representations; (g) customer surveys showing safety as a primary factor in choosing Massage Envy; (h) instances where corporate intervened directly in franchise safety issues despite claiming franchisee independence; (i) safety promises made to regain consumer trust after negative publicity; and (j) evidence that corporate's voluntary undertakings created reasonable reliance that Massage Envy was safer than independent massage providers.	topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) <ul style="list-style-type: none"><li>• Overly broad and unduly burdensome; disproportionate to the needs of this case: sub-topics (a), (b), (c), (d), (e), (f), (g), (h), (i), (j)</li><li>• Privileged/confidential: sub-topics (c), (f)</li><li>• Publicly available: sub-topics (a), (b), (c), (i)</li><li>• Harassing: sub-topics (a), (h), (i), (j)</li><li>• Legal conclusion: Topic 18, sub-topics (b), (c), (f), (i), (j)</li></ul> MEF will not be providing a corporate representative to testify on this Topic as it is not appropriately tailored to Plaintiff's claims in this case.

Please let me know when you are available for a telephonic or virtual meet-and-confer.

Sincerely,

**THORPE SHWER, P.C.**



Nicole M. Stewart

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