

Mr. Harper,

Thank you for bringing this to our attention as we treat all member issues very seriously. I would like to follow up with you in regards to the information you previously provided in regards to Mr. John Nicholoff and his daughter Elizabeth Nicholoff membership's at Blast Fitness. As I mentioned to you over the phone earlier today, our goal is to treat each one of our members as if they were family with respect, fairness, and accountability. Our goal is to assist Mr. Nicholoff with this issue, regardless of media attention.

For your ease, I have attached the following documents for your review as well as an explanation of each document below. This will allow you to better navigate the timeline of events along with the official documentation.

1. **John Nicholoff Signed Agreement** – This is the six page agreement that was signed by Mr. John Nicholoff on 6/6/2016 which clearly explains his monthly payment, addition fees, late fees, and many other agreement details.
2. **ABC Financial Notes for John Nicholoff** – Shows that our Collection Agency (ABC Financial) contacted John over 15 times between 5/1/2017 and 7/11/2017 leaving more than 15 voicemails for him to true-up his account to avoid fees and penalties.
3. **8.10.2017 Member Notes** – This screenshot is from our note field (Locked and un-editable) from our Point of Sale system that was used by our staff to provided notes on 8/10/2017 explaining the multiple times they clearly explained the fees to Mr. Nicholoff and offered our “Forgive and Forget Plan” to him which allows him to sign up for another year (cheaper rate at only \$7.99 at the time) and waive his fees. As you will see in the notes, Mr. Nicholoff was hostile, used swear words over the phone towards our employees, and threatened to come into our facility and cause a scene. You will also see that Mr. Nicholoff acknowledged that he did not follow the proper cancellation process to cancel his membership.
4. **John Nicholoff – Invoices** – Shows Mr. Nicholoff’s invoices from Blast Fitness that he agreed to in his original signed agreement, including the late fees and terms.
5. **Guardian Signature Form** – Shows that Mr. Nicholoff signed off for his daughter on 6/6/2016.
6. **Elizabeth Nicholoff Signed Agreement** – This is the agreement form that Mr. Nicholoff signed the Guardian Signature Form to allow his daughter to be setup under her own account.
7. **Elizabeth Nicholoff – Invoices** - Shows Elizabeth Nicholoff’s invoices from Blast Fitness that she and Mr. Nicholoff agreed to in his original signed agreement, including the late fees and terms.

In summary, we want to ensure we take care of all Blast Fitness members and treat all members respectfully and fairly. As shown in our provided documentation, the story Mr. Nicholoff’s does not align with any of the documentation we have including the multiple times we tried to assist him with this issue and the numerous times we tried to reach him via phone calls and voicemails to avoid this scenario altogether. We would like to still offer Mr. Nicholoff our Forgive and Forgive program for both of his accounts to allow him to waive his fees.

Thank you,

Jason Williams
Vice President, Operations
Blast Fitness