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**SUPERIOR COURT OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

IN RE: FRANCHISE NO POACHING  
PROVISIONS

NO.  
  
PLANET FITNESS FRANCHISING  
LLC ASSURANCE OF  
DISCONTINUANCE

The State of Washington (State), by and through its attorneys, Robert W. Ferguson, Attorney General, and Eric S. Newman, Assistant Attorney General, files this Assurance of Discontinuance (AOD) pursuant to RCW 19.86.100.

**I. PARTIES**

1.1 In August 2018, the Attorney General initiated an investigation into Planet Fitness Franchising LLC (“Planet Fitness”) relating to its hiring practices.

1.2 Planet Fitness is a limited liability company with its principal office or place of business in Hampton, New Hampshire. Planet Fitness is in the business of selling franchise rights to independent business owners throughout the United States.

1.3 For the purposes of this AOD, Planet Fitness includes its directors, officers, managers, agents acting within the scope of their agency, and employees as well as its successor, assigns and controlled subsidiaries.

**II. INVESTIGATION**



1 its franchise agreements for at least the past five years, on information and belief Planet Fitness  
2 has not enforced those provisions during that period, and the Attorney General does not claim  
3 that Planet Fitness has ever enforced those provisions against any franchisee or individual.  
4 Planet Fitness nevertheless enters into this AOD to avoid protracted and expensive litigation.  
5 Pursuant to RCW 19.86.100, neither this AOD nor its terms shall be construed as an admission  
6 of law, fact, liability, misconduct, or wrongdoing on the part of Planet Fitness.

### 7 III. ASSURANCE OF DISCONTINUANCE

8 3.1 Subject to paragraph 2.5 above, Planet Fitness agrees:

9 3.1.1. It has removed the above-quoted language from Sections 9.8 and 16.6(2)  
10 from its future franchise agreements;

11 3.1.2. It will not enforce the above-quoted language from Sections 9.8 and  
12 16.6(2) in all existing franchise agreements, and will not seek to intervene or take a position as  
13 to the legality of the above-quoted language from Sections 9.8 and 16.6(2) in any litigation in  
14 which a franchisee may try to enforce those provisions;

15 3.1.3. It will notify all of its franchisees in the United States of the entry of this  
16 AOD and provide them a copy;

17 3.1.4. It will notify the Attorney General's Office if it learns of any effort by a  
18 Washington franchisee to enforce the above-quoted language from Sections 9.8 or 16.6(2) of  
19 any existing franchise agreements.

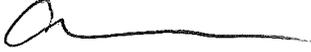
20 3.2 Planet Fitness will request that all franchisees in the State of Washington agree  
21 to amend their existing franchise agreements to remove the above-quoted language from  
22 Sections 9.8 and 16.6(2), and will seek to have such amendments executed within 60 days of  
23 entry of this AOD. If any Washington franchise owner is unwilling to amend its franchise  
24 agreement, prior to the 60-day deadline, Planet Fitness shall provide the name and address of  
25 the resisting franchisee and the name and address of the franchisee's registered agent to the  
26 Office of the Attorney General.





1 Presented by:

2 ROBERT W. FERGUSON  
3 Attorney General



4 \_\_\_\_\_  
5 ERIC S. NEWMAN, WSBA #31521  
6 Assistant Attorney General  
7 Chief Litigation Counsel  
8 Antitrust Division  
9 Attorneys for State of Washington  
10 Office of the Attorney General  
11 800 Fifth Avenue, Suite 2000  
12 Seattle, WA 98104

13 Agreed to and approved for entry by:  
14 PLANET FITNESS FRANCHISING LLC

15 \_\_\_\_\_  
16 

17 Joseph Hamell, WSBA #29423  
18 MONTGOMERY PURDUE  
19 BLANKENSHIP & AUSTIN PLLC  
20 701 Fifth Avenue, Suite 5500  
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22 -- and --

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Attorneys for Planet Fitness Franchising LLC



PLANET FITNESS FRANCHISING LLC

By: Chris Rondeau  
CEO