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EX-117

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~~EXHIBIT A~~

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IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF VIRGINIA ROANOKE DIVISION

X a N

TINA WARD and ROBIN EMMONS, individually and on behalf of a class

Plaintiffs

* CiailiAction No. 95-0277-R

v.

TIDEWATER FINANCE CO., etc. et al.*

Defendants

ORDER

On due consideration of the Stipulation of Proposed Settlement filed by the parties, IT IS HEREBY ORDERED that:

1. This case shall be maintained as a class action under Rule 23(b)(2) of the Federal Rules of Civil Procedure, with the class defined as:

All persons who entered contracts with New Fitness health spas in Roanoke and were sued in the courts of Chesapeake by F.O.R. Associates, t/a New Fitness, except those persons whose cases were subsequently transferred to the courts of Roanoke for trial. .,

2. A subclass pursuant to Rule 23(b)(3) is conditionally certified, pending notice and an opportunity for subclass members to opt in, defined as':

All persons within the class who have made payments in part or in full after being sued in the courts of Chesapeake.

3. The Stipulation of Proposed Settlement is conditionally

approved for submission to the class, pending hearing on final approval. The parties shall take all actions required by the stipulation and those relating to consummation of the settlement.

4. Defendants shall, on or before October 2, 1995, mail the stipulated "Notice to Former New Fitness Customers of Proposed Settlement of Class Action" [Exhibit B] to all settlement class members and cause a modified version of the stipulated Notice [Exhibit C] to be published, as scheduled by the parties. For class notices only, the style of the caption may be modified so that defendant B-Fit, Inc. and S.A.S. Fitness', Inc., t/a F.O.R. Associates, a partnership t/a New Fitness appears prominently in the caption. The Notices are attached.

5. To secure the payment of the sums provided for in the proposed settlement, within 10 days of the entry of this order the defendants shall deposit with the Clerk of this Court an irrevocable letter of credit issued by a Virginia bank in the amount of \$80,000. The irrevocable letter of credit shall not be subject to termination before February 15, 1996. A copy of the letter of credit shall be provided to plaintiffs' attorneys. In the event that defendants fail to make any payment provided by the settlement agreement or final order, plaintiffs' attorneys shall, upon order of Court, execute upon the letter of credit for the total of all sums remaining unpaid.

6. The scheduling order entered July 12, 1995 is hereby VACATED.

7. This case is set for a hearing to 'determine the
lawfulness, reasonableness, adequacy and fairness of the proposed
settlement on Dec. 11, 1996, ~~1995~~ at /.304fJ55,
- / p.m.

ENTER: this 18th day of Sept, 1995

Samuel G. Wilson
Samuel G. Wilson, Judge

A TRUE COPY, TESTE:
MORGAN E. SCOTT, JR., CLERK
BY: *R. Collins*
DEPUTY CLERK