

**If you received a text message from Life Time Fitness from January 1, 2014 to April 15, 2014, you could get \$100, a free 3-month Life Time Fitness membership, or a \$250 membership credit from a class action settlement.**

*A Federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- Life Time Fitness, Inc. (Life Time) has agreed to settle a class action. You may submit a claim for your choice of: (1) a Cash Award of \$100; or (2) a Membership Award that lets you pick *either* a free 3-month single membership at a Life Time Gold club of your choice *or* a \$250 credit toward any membership at any Life Time club as long as you are on the membership. Your Cash Award or Membership Award may be more or less depending on the number of claims submitted, the type of Award class members choose, the cost of administration, and the amount of court-awarded attorneys' fees and costs.
- The Settlement resolves a class action lawsuit over whether texts made to cell phones violated the federal Telephone Consumer Protection Act (TCPA).
- You are included if you received a text message advertisement for Life Time from January 1, 2014 to April 15, 2014.
- As part of the Settlement, Life Time and companies involved in sending the texts will receive a "release" from Settlement Class Members. If you are a Settlement Class Member, you automatically release the claims that are covered by this Settlement unless you exclude yourself.

Your legal rights are affected whether you act, or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	<b>THE ONLY WAY TO GET A CASH AWARD OR MEMBERSHIP AWARD. You must submit your claim online at <a href="http://www.LifeTimeTCPASettlement.com">www.LifeTimeTCPASettlement.com</a> or by mail to Life Time Fitness Claims Administrator, P.O. Box 30182, College Station, TX 77842-3182 by July 6, 2015.</b>
DO NOTHING	Get no Cash Award or Membership Award. Give up rights to sue Life Time and related companies for the legal claims in this case.
ASK TO BE EXCLUDED FROM THE SETTLEMENT	Get no Cash Award or Membership Award. This is the only option that allows you to ever be part of any other lawsuit against Life Time and related companies about the legal claims in this case.
OBJECT TO THE SETTLEMENT	Stay in the lawsuit and write to the Court about why you don't like the Settlement.
GO TO THE SETTLEMENT HEARING	Ask to speak in Court about the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Awards and Membership Awards will be distributed if the Court approves the Settlement and after appeals are resolved. Please be patient.

**BASIC INFORMATION**

**1. Why did I receive this Notice?**

You may have received a postcard or email notice because Life Time's records indicate that you may have been sent a text advertisement for Life Time from January 1, 2014 through April 15, 2014. A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

**2. What is a class action and who is involved?**

In a class action, one or more people called Class Representatives (in this case, Noah Petersen, Paul Sarenpa, Catherine Gould, and Brandon Silva) sue on behalf of people who have similar claims. All these people together are a Class or individually are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. The Court in charge of this case is the United District Court for the District of Minnesota, and the case is a class action known as *In re: Life Time Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litigation*, Case No. 14-md-02564 (JNE-SER), MDL No. 2564.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

This lawsuit claims that Life Time violated the federal TCPA by sending text messages to consumers without their prior express consent. Life Time strongly denies that it did anything wrong.

### 4. Why is there a Settlement?

The Court has not decided who is right. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with litigation and a trial, and the people affected will get benefits now rather than, if at all, years from now. The Class Representatives and the lawyers representing the Class think the Settlement is best for everyone who received these text messages.

## WHO IS IN THE SETTLEMENT?

### 5. Am I part of the Settlement?

The Court in charge of this case decided that everyone who fits within this description is a Settlement Class Member:

All persons within the United States who received a text message from Life Time Fitness to a cellular telephone through the use of an online texting service from January 1, 2014 through April 15, 2014.

### 6. How do I know if I received one of these text messages?

If you received a postcard or email notice, you very likely received a text message(s) from Life Time on your cell phone and are a Settlement Class Member. Approximately 592,840 people received a text message advertising Life Time between January 1, 2014 and April 15, 2014.

### 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by visiting the website [www.LifeTimeTCPAsettlement.com](http://www.LifeTimeTCPAsettlement.com) or calling 1-877-790-2079.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. How much will my Cash Award or Membership Award be?

Life Time has agreed to provide to each Settlement Class Member who timely submits a valid claim on or before July 6, 2015 their choice of: (1) a Cash Award of \$100; or (2) a Membership Award that lets you pick *either* a free 3-month single membership at a Life Time Gold club of your choice *or* a \$250 credit toward any membership at any Life Time club as long as you are on the membership. Life Time has also agreed to pay Settlement Costs of court-awarded attorneys' fees and costs; court-awarded service awards to the Class Representatives; notice costs; and costs of claims administration.

The Total Settlement Payment (all Settlement Costs, plus all Cash Awards and Membership Awards) must be at least \$10,000,000 and no more than \$15,000,000. *Depending on the total number of claims submitted, the type of Award class members choose, the cost of administration, and the amount of court-awarded attorneys' fees and costs, the amounts of the Cash Award and Membership Award may be adjusted up or down to bring the Total Settlement Payment within that range.*

### 9. When will I get my Cash Award or Membership Award?

The Court will hold a hearing on July 30, 2015 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You should receive a Cash Award check or Membership Award voucher from the Claims Administrator within approximately 60 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. All checks and vouchers will expire and become void 180 days after they are issued.

## HOW YOU GET A CASH AWARD OR MEMBERSHIP AWARD– SUBMITTING A CLAIM FORM

### 10. How can I get a Cash Award or Membership Award?

If you want to participate in the Settlement, you must complete and submit a Claim Form by July 6, 2015. Claim Forms can be submitted online at [www.LifeTimeTCPAsettlement.com](http://www.LifeTimeTCPAsettlement.com) or printed from the website and submitted by mail. Submitting a claim online is simple, free, and takes only minutes!

If you received a Claim Form in the mail with a postcard summary of this Notice, simply tear off the Claim Form, select your award, and sign and mail the form. The postage is pre-paid and there is no need for a stamp.

To obtain or request a paper copy of the Claim Form, go to [www.LifeTimeTCPAsettlement.com](http://www.LifeTimeTCPAsettlement.com) or call toll free, 1-877-790-2079.

## YOUR RIGHTS AND OPTIONS

### 11. What happens if I do nothing?

If you do nothing, you won't get a Cash Award or Membership Award. And unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Life Time or any company it hired based on the text messages covered by this lawsuit. It also means that all of the Court's orders will apply to you and legally bind you.

**12. What if I want to file my own lawsuit?**

You must exclude yourself from this Settlement to start, continue with or be part of a different lawsuit against Life Time or any company it hired for the same text messages covered by this lawsuit. If you were to file your own lawsuit for violations of the TCPA and prevail, you could obtain damages of \$500 per text message, and up to \$1,500 per message if sending the text message is found to be willful or knowing. However, Life Time has denied that the text messages it sent were improper, and in any future lawsuit it will assert a full range of defenses, including that it did not use an automatic telephone dialing system and that it had prior express consent to send the text messages. Please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

**13. What happens if I stay in the Settlement Class?**

Staying in the Settlement Class means that you and others on your behalf are giving Life Time and entities who sent text messages on behalf of Life Time a complete release of any and all claims arising from the alleged use of an automatic telephone dialing system to transmit text messages to Settlement Class Members from January 1, 2014, to April 15, 2014. The Settlement Agreement (available at [www.LifeTimeTCPASettlement.com](http://www.LifeTimeTCPASettlement.com)) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to Lead Class Counsel listed below for free or you can, at your own expense, talk to your own lawyer if you have any questions about the release language in the Settlement Agreement.

**14. Can I ask to be excluded from the Settlement?**

Yes. If you exclude yourself, you can't get a Cash Award or Membership Award from this Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Life Time or any company it hired for the same text messages covered by this lawsuit. To exclude yourself, you must send a letter stating that you want to be excluded from the Settlement in *In re: Life Time Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litigation*, Case No. 14-md-02564 (JNE-SER). Your letter must include your full name and address, the cellular telephone number on which you received the text message(s), a telephone number at which you can currently be reached, and your signature. You must mail your letter requesting exclusion no later than June 5, 2015, to:

Life Time Fitness Claims Administrator  
P.O. Box 30182  
College Station, TX 77842-3182

You can't exclude yourself on the phone, by fax, or email, or by mailing a request to any location other than the address above. You must personally sign your letter requesting exclusion. No one else can sign for you, not even a lawyer.

**EXCLUSION LETTERS THAT ARE NOT POSTMARKED ON OR BEFORE JUNE 5, 2015 WILL NOT BE HONORED.**

**15. If I exclude myself, can I get a Cash Award or Membership Award from this Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for a Cash Award or Membership Award.

**16. If I don't exclude myself, can I sue Life Time for the same text messages later?**

No. Unless you exclude yourself, you give up any right to sue the Life Time and companies it hired for the same text messages covered by this lawsuit. If you have a pending lawsuit that may relate to the claims as part of this Settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue with your own lawsuit. Remember, the exclusion deadline is June 5, 2015.

**THE LAWYERS REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys to represent you and other Settlement Class Members: Shawn J. Wanta of Baillon Thome Jozwiak & Wanta LLP (Lead Class Counsel); David Butsch of Butsch Roberts & Associates LLC; Katrina Carroll of Lite DePalma Greenberg, LLC; and Gordon Rudd of Zimmerman Reed, PLLP. Together, these attorneys are called "Class Counsel." You will not be charged for these lawyers.

**18. Should I get my own lawyer?**

You don't need to hire your own lawyer because Class Counsel is working on your behalf. But, you may hire your own lawyer, at your own expense, if you want someone other than Class Counsel to represent you.

**19. How will the lawyers be paid?**

On or before May 4, 2015, Class Counsel will ask the Court to approve payment of attorneys' fees and expenses in an amount up to \$4,500,000. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve payments of \$5,000 to each of the four Class Representatives for their service in representing the Class. The Court may award less than these amounts. Life Time and Class Counsel have not reached any agreement on these fees and expenses. These payments will count toward Life Time's Total Settlement Payment.

## OBJECTING TO THE SETTLEMENT

### 20. How do I tell the Court that I do not think the Settlement is fair?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *In Re: Life Time Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litigation*, Case No. 14-md-02564-JNE-SER. Your letter or brief must also: (1) identify all of the factual and legal reasons for your objections (including citations and supporting evidence) and attach any materials you are relying on to make your objections; (2) include your name, address, telephone number, email address, and your signature, and if you have a lawyer, his or her information; (3) proof of receipt of a text message from Life Time from January 1, 2014, to April 15, 2014; and (4) indicate whether you want to appear and speak at the Fairness Hearing, with or without your own lawyer. Your objection and any supporting papers must be filed with the Court and mailed via first-class U.S. Mail to Lead Class Counsel and Life Time's Counsel at the following addresses, no later than June 5, 2015:

Court	Lead Class Counsel	Life Time's Counsel
Clerk of the Court U.S. District Court District of Minnesota 300 South Fourth Street 202 U.S. Courthouse Minneapolis, MN 55415	Shawn J. Wanta Baillon Thome Jozwiak & Wanta LLP 100 South Fifth Street Suite 1200 Minneapolis, MN 55402	Aaron Van Oort Faegre Baker Daniels LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901

If you file an objection, the parties may seek additional information from you and may also compel you to sit for a deposition on 14 days' notice. If you fail to file and serve your objection as specified above and/or fail to respond to any information request and/or fail to make yourself available for deposition, you will be deemed to have waived your objection and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise.

### 21. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you stay in the Class (i.e. don't exclude yourself from the Settlement). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 22. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 9:30 a.m. on July 30, 2015 in Courtroom 12W of the United States District Court for the District of Minnesota, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections described above. The Court will also consider how much to pay Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note that the hearing may be postponed to a different date or time. If you timely objected to the Settlement and told the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date or time of the Fairness Hearing. Otherwise, it is a good idea to check [www.LifeTimeTCPASettlement.com](http://www.LifeTimeTCPASettlement.com), for updates.

### 23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed and mailed on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but it's not necessary.

### 24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your letter or brief objecting to the Settlement saying that you, or your lawyer, intends to appear at the Final Approval Hearing in *In re: Life Time Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litigation*, Case No. 14-md-02564-JNE-SER. You must also include the information listed above in Question 20. Your objection and notice of intent to appear must be filed with the Court and mailed to Lead Class Counsel and Life Time's Counsel (see Question 20) no later than June 5, 2015. You cannot speak at the Fairness Hearing if you exclude yourself from the Settlement.

## GETTING MORE INFORMATION

### 25. How do I get more information?

You can visit [www.LifeTimeTCPASettlement.com](http://www.LifeTimeTCPASettlement.com) for Court documents and further details. You may also call the Claims Administrator toll free at 1-877-790-2079 or contact Lead Class Counsel (see above), if you have any questions. Before doing so, however, please read this full Notice carefully.

PLEASE DO NOT DIRECT YOUR QUESTIONS TO THE COURT. THE COURT  
CANNOT ANSWER ANY QUESTIONS REGARDING THE SETTLEMENT.