

LEGAL NOTICE:

If you signed a gym membership or personal training contract with Global Fitness Holdings, LLC d/b/a Urban Active Fitness from January 1, 2006, to October 26, 2012, a class action settlement will affect your rights.

The United States District Court for the Southern District of Ohio authorized this Notice in the case Gascho v. Global Fitness Holdings, LLC, Case No. 11-cv-00436 (the "Lawsuit")

This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

- Several former members ("Class Representatives") alleged in their lawsuit, on behalf of themselves and others similarly situated, breach of contract, unjust enrichment, and violations of state consumer protection laws in the sales, servicing, billing, and cancellation of gym membership and personal training contracts (the "Causes of Action.").
- Global Fitness Holdings, LLC, doing business as Urban Active Fitness ("Urban Active") denies any wrongdoing and makes no admission of liability by agreeing to this settlement.
- The Court has preliminarily approved the settlement of the Causes of Action.
- You are receiving notice because Urban Active's records indicate you may have signed a gym membership or personal training contract with Urban Active.
- **Your legal rights are affected whether or not you act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to receive payment from the settlement. Give up certain rights.
DO NOTHING	You will not receive any money and you will waive any rights to sue for the same claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against Urban Active.
OBJECT	Write to the Court about why you do not agree with the settlement. The Court may or may not agree with your objection.

HOW MUCH CAN I GET?	You will receive between \$5 and \$75 if you qualify as described in Section 7 of this Notice and on the enclosed Claim Form.
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- Your 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 in final form. Payments will be made if the Court grants final approval of the settlement and after any appeals are resolved.

1. Why Did I Get Notified?

Urban Active's records indicate that you may have signed a gym membership contract or personal training contract with Urban Active during the period of January 1, 2006, to October 26, 2012. You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

2. What Is This Lawsuit About?

The Class Representatives claim for the Class that Urban Active breached its contracts, unjustly enriched itself, and violated state consumer protection and health spa statutes during the sales, servicing, billing, and cancellation of its contracts. Specifically, the Class Representatives allege that Urban Active failed to disclose all fees and costs associated with membership, misrepresented the terms and provisions of its contracts, failed to provide customers with all appropriate documentation at the time of sale, failed to honor valid notices of cancellation, and adopted multiple cancellation policies that violated its contracts and confused members seeking to cancel.

3. What is Urban Active's Position?

Urban Active denies any wrongdoing, denies that it violated any law, and contends that at all times it complied with federal, state, and local laws.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to the proposed settlement. The litigation has lasted for more than two years and involved numerous motions and extensive discovery. Class Counsel and the Class Representatives believe that the amount of the settlement is fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

5. How Do I Know If I Am Part Of The Settlement?

All individuals who signed a gym membership contract or personal training contract with Urban Active during the period of January 1, 2006, to October 26, 2012, are part of the Class. The settlement also provides for other relief, as outlined in this Legal Notice.

6. I Got A Similar Notice in 2012 Related to the Lawsuit *Seeger v. Global Fitness Holding, LLC*, Do I Still Need to Do Anything?

Yes, if you want to participate in this settlement and receive money, you must file a new claim form. The *Seeger v. Global Fitness Holdings, LLC* lawsuit was not finally approved by the court, meaning the settlement never took effect. Any letters, notices, or claim forms related to the *Seeger v. Global Fitness Holdings, LLC* settlement do not count and are unrelated to this settlement.

7. What Does The Settlement Provide?

Class Members who submit timely and valid Claim Forms will receive a Claim Award (monetary compensation). As shown below, the amount of each Class Member's total Claim Award depends on how many Subclasses each Class Member qualifies under.

CLASS/SUBCLASS	CLAIM AWARD*	DEFINITION/REQUIREMENTS
The "Class"	\$5.00	Signed a gym membership contract or personal training contract with Urban Active on or between January 1, 2006, and October 26, 2012.
The "FIF Subclass"	\$20.00	Paid a \$15 Facility Improvement Fee, Club Administrative Fee, or any other biannual \$15 fee to Urban Active on or between April 1, 2009, and October 26, 2012.
The "Gym Cancel Subclass"	\$20.00	Cancelled a gym membership contract with Urban Active on or between January 1, 2006, and October 26, 2012.
The "Personal Training Cancel Subclass"	\$30.00	Cancelled a personal training contract with Urban Active on or between January 1, 2006, and October 26, 2012.

* The Class and Subclass Claim Awards are cumulative, meaning that if a Class Member qualifies under the Class and all Subclasses then that Class Member shall recover \$75.00. You can only qualify once under each category.

There are approximately 606,246 Class Members, 316,721 FIF Subclass Members, 387,177 Gym Cancel Subclass Members, and 64,805 Personal Training Cancel Subclass Members. The parties have agreed that a Minimum Class Payment of \$1,300,000.00 will be required. If an insufficient number of Class/Subclass Members file a Claim Form, then each Class Member's Claim Award will be increased until the Minimum Class Payment is met. For services provided to the Class, the parties have agreed that the Class Representatives will receive Enhancement Payments in the amount of \$5,000 each to Albert Tartaglia and Michael Bell, \$3,500 each to Amber Gascho, Ashley Buckenmeyer, Michael Hogan, Edward Lundberg, Terry Troutman, Anthony Meyer, Rita Rose, and Julia Snyder, and \$1,000 each to Matt Volkerding and Patrick Cary. The Class Representative Enhancement Payments are included in the Minimum Class Payment.

In addition to the Claim Awards set forth above, Urban Active has agreed to pay all third party administration costs which are estimated to be \$496,259 and Class Counsel's reasonable attorneys' fees and litigation costs in an amount no greater than \$2,390,000. The payment of the third party administration costs and the attorneys' fees and litigation costs will have no effect on, and will not reduce in any way, payment to Class or Subclass Members.

8. How Can I Get Payment?

You must complete and return a Claim Form, and the claim must be approved by the Claims Administrator. A Claim Form is attached to this Notice. You can also make a claim online at www.UrbanActiveLawsuit.com. Read the instructions carefully, fill out the Claim Form completely and mail it postmarked no later than December 30, 2013, or submit a claim online by no later than 11:59 p.m. December 30, 2013. If you do nothing or fail to timely and properly submit a Claim Form, you will be included in the settlement, and be bound by the terms of the settlement (including the Released Claims described in Section 9 below), but will not receive a Claim Award (monetary compensation).

9. What Rights Do I Give Up If I Participate Or Do Nothing?

Released Claims and Released Parties

Upon the final approval by the Court of the settlement, unless you submit a valid and timely Opt-Out Request, you shall be deemed to have fully, finally, and forever released the “Released Claims.” The Released Claims shall mean any and all claims, demands, actions, causes of action, rights, offsets, suits, damages (whether general, special, punitive, or multiple), lawsuits, liens, costs, losses, expenses, penalties, or liabilities of any kind whatsoever, for any relief whatsoever, including monetary, injunctive, or declaratory relief, or for reimbursement of attorneys’ fees, costs, or expenses, whether known or unknown, whether direct or indirect (whether by assignment or otherwise), whether under federal, state, or local law, whether alleged or not alleged in the Action, whether suspected or unsuspected, whether contingent or vested, which any of the Class Representatives or Class Members have had, now have, or may have in the future against the Released Parties, and which were raised or which could have been raised in the Action and which arose during the Class Period and arise out of the factual allegations or are based on the same factual predicates as alleged in the Action’s Third Amended Complaint. This specifically includes any and all claims for breach of contract, unjust enrichment, misrepresentation, and/or violations of consumer protection acts, health spa acts, or prepaid entertainment contract statutes resulting from Urban Active’s sales, communications, contracting, billing, and/or cancellations of any gym and personal training contracts.

The “Released Parties” means Global Fitness Holdings, LLC doing business as Urban Active Fitness and its past, present or future direct or indirect officers, directors, shareholders, members, managers, employees, agents, principals, heirs, representatives, fiduciaries, assigns, attorneys, accountants, auditors, consultants, both individually and in their official capacities, insurers and reinsurers, employee benefit plans, divisions and its respective successors and/or assigns, predecessors in interest, subsidiaries, affiliates, parents, and attorneys. The term “Released Parties” expressly includes, but is not limited to, Fitness International, LLC and Fitness and Sport Clubs, LLC d/b/a LA Fitness, and their past, present or future direct or indirect officers, directors, shareholders, members, managers employees, agents, principals, heirs, representatives, fiduciaries, assigns, attorneys, accountants, auditors, consultants, both individually and in their official capacities, insurers and reinsurers, employee benefit plans, divisions, and their respective successors and/or assigns, predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

10. How Do I Exclude Myself From The Settlement?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including the Released Claims described above. That means that you will be unable to sue, continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court’s orders will apply to you and legally bind you.

If you do not wish to participate in the settlement, you may exclude yourself (generally called “opting out”) by submitting a written Opt-Out Request to the Claims Administrator, including your full printed name, address, telephone number, a statement indicating your desire not to participate in the settlement, and your signature. You must sign the Opt-Out Request personally and may not have someone sign for you, nor may you submit an Opt-Out Request on behalf of a group. Your Opt-Out Request must be signed and returned via United States first class mail postmarked no later than December 30, 2013, to:

**Urban Active Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614**

**Phone: (888) 484-2005
Facsimile: (952) 955-4589**

If you submit a timely Opt-Out Request, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object, and you shall receive no benefits from the settlement. If you wish, you may pursue, at your own expense, any claims you may have against Urban Active. If you do not submit a complete and timely written Opt-Out Request, you will be included in the Class and Subclasses, and will be bound by the terms of the settlement (including the Released Claims described in Section 9 herein), regardless of whether you filed a Claim Form and/or objected to the settlement.

Do not submit both the Claim Form and Opt-Out Request. If you submit both, the Opt-Out Request will be invalid, you will be included in the settlement class and you will be bound by the terms of the settlement (including the Released Claims described above).

11. When Is The Final Approval Hearing and When Will I Get My Payment?

The Court will hold a fairness hearing in Courtroom 228 of the United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Columbus, Ohio, 43215, on February 13, 2014, at 10:00 a.m., or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Class Counsel's request for Attorneys' Fees and Costs, the Class Representatives' Enhancement Payments, and the Settlement Administration Costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

If the Court approves the settlement, your settlement will be mailed to you within approximately 45 days, unless the Court sustains an objection or any appeals are filed. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. How Do I Object To The Settlement And Appear At The Final Approval Hearing?

Any Class or Subclass Member who does not file an Opt-Out Request may object to the proposed settlement and/or the award of attorneys' fees and expenses, and may appear at the Final Fairness Hearing, either on his or her own or through an attorney hired at his or her expense. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. The Court-approved procedures for objecting and appearing at the Final Approval Hearing are set forth below.

Any Class or Subclass Member who wishes to object to the proposed settlement must file with the Court and serve on Class Counsel and Defendant's Counsel a written statement of objection no later than the Claim Period Deadline which is December 30, 2013. Such statement shall include the Class or Subclass Member's name, address, telephone number, e-mail address, the specific reason(s), if any, for each objection, including any legal support, evidence, papers, or briefs that the Class or Subclass Member wishes the Court to consider, and shall include a reference to the case name and case number.

To file a written statement of objection and any associated documents with the Court, Class or Subclass Members represented by counsel shall use the Court's Electronic Filing System ("ECF") which automatically transmits electronic copies to Class Counsel and Defendant's Counsel. Class or Subclass Members who are not represented by counsel must file any written statement of objection and any associated documents by personal delivery to Office of the Clerk; U.S. District Court for the Southern District of Ohio, Eastern Division; Joseph P. Kinneary U.S. Courthouse, Room 121, 85 Marconi Boulevard; Columbus, Ohio 43215; and by serving

copies of all such filings on Class Counsel and Defendants by email and U.S. Mail as identified below:

Thomas N. McCormick Vorys Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio 43215 tnmccormick@vorys.com (614) 464-6433 Counsel for Plaintiffs and the Classes	V. Brandon McGrath Bingham Greenebaum Doll PLLC 2350 First Financial Center 255 E. Fifth Street Cincinnati, OH 45202 bmcgrath@bgdlegal.com (513) 455-7600 Counsel for Defendant
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Any Class or Subclass Member who does not timely file and serve a written objection pursuant to the terms set forth above shall be deemed to have waived any objection to the settlement, and any objection that is not timely made shall be barred.

If any Class or Subclass Member who timely files and serves an Objection also wishes to appear at the Final Fairness Hearing, a Notice of Intent to Appear must be filed with the Court and served on Counsel along with the objection. Any Class or Subclass Member who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear, except for good cause shown. Class and Subclass Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

To be valid and effective, any objections to approval of the settlement or notice of intention to appear must be filed with the Clerk of the Court and served upon each of the above-listed attorneys by U.S. mail postmarked no later than December 30, 2013. DO NOT TELEPHONE THE COURT.

If you intend to object to the settlement, but wish to receive your share of the settlement proceeds, you must timely submit your Claim Form as stated above. If the Court approves the settlement despite any objections, and you have not submitted your Claim Form, you will not receive any settlement proceeds but will be bound by the terms of the settlement (including the Released Claims described above).

13. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Settlement Agreement and Release between Plaintiffs and Defendants which is on file with the Clerk of the Court, Case No. 11-cv-00436 and available at www.UrbanActiveLawsuit.com. The pleadings and other records in this litigation, including the settlement agreement, may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division. Certain documents are also available at www.UrbanActiveLawsuit.com.

If you have any questions, you can call the Claims Administrator at (888) 484-2005 or any Class Counsel (see Section 12 for phone numbers.)

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION