

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

JENNIFER ROTH, on behalf of herself and
others similarly situated,

Plaintiff,

v.

LIFE TIME FITNESS, INC.; LTF CLUB
OPERATIONS COMPANY, INC.; LTF
CLUB MANAGEMENT COMPANY, LLC;
and LTF YOGA COMPANY, LLC.,

Defendants.

Case No.

Judge

**PLAINTIFF'S CLASS ACTION
COMPLAINT**

Jury trial demanded

INTRODUCTION

1. This is a class action lawsuit brought by Jennifer Roth on behalf of herself and others whose job titles were "group fitness instructor" at Life Time Fitness, Inc. and its subsidiaries (referred to collectively as "Defendants") for Defendants' refusal to compensate Plaintiff and class members for work done for Defendants' benefit.

2. Other lawsuits have been brought by Defendants' employees across the country, where the plaintiffs seek to recover under the Fair Labor Standards Act or state minimum wage and overtime laws. Plaintiff does not seek such a recovery. Instead, her lawsuit is premised upon Defendants' failure to pay wages due and owing to her and class members for required work performed.

PARTIES

3. Plaintiff is an Ohio resident who worked as a group fitness instructor at Defendant Life Time Fitness, Inc.'s Beachwood, Ohio location from 2009 to December 13, 2013, and to whom Defendants failed to pay the wages she was legally entitled to receive.

4. Defendant Life Time Fitness, Inc. is a Minnesota corporation with its registered office at 2902 Corporate Place, Chanhassen, MN 55317.

5. Defendant LTF Club Operations Company, Inc. is a subsidiary of Life Time Fitness, Inc. with its registered office at 2902 Corporate Place, Chanhassen, MN 55317.

6. Defendant LTF Club Management Company, LLC is a subsidiary of Life Time Fitness, Inc. with its registered office at 638 North 5th Avenue, Phoenix, AZ 85003.

7. Defendant LTF Yoga Company, LLC is a subsidiary of Life Time Fitness, Inc. LTF Yoga Company, LLC is liable to some or all class members based upon the following allegations.

JURISDICTION AND VENUE

8. This Court has diversity subject-matter jurisdiction over this class action lawsuit under the Class Action Fairness Act of 2005, which amended 28 U.S.C. § 1332 to add a new subsection (d) conferring federal jurisdiction over class actions where, as here, "any member of a class of Plaintiffs is a citizen of a State different from any defendant" and the aggregated amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

9. This Court has personal jurisdiction over the parties because Plaintiff submits to this Court's jurisdiction and Defendants are headquartered in this District.

10. Venue exists in this Court under 15 U.S.C. § 22 and 28 U.S.C. § 1391 because Defendants reside in, transact business in, are found within, and have agents in this District and a substantial part of the events giving rise to Plaintiff's claims arose in this District.

FACTS

11. Defendants employed Plaintiff and class members as group fitness instructors. Group fitness instructors teach fitness classes to Defendants' members, such as spinning, aerobics, and yoga.

12. Plaintiff worked as a group fitness instructor at Defendants' Beachwood, Ohio location as a group fitness instructor, where she taught spinning classes.

13. Plaintiff and class members performed labor for Defendants in exchange for hourly wages.

14. In addition to teaching 60 minutes of class time, Plaintiff's job as group fitness instructor required her to perform work that preceded and followed each of her spinning classes. All group fitness instructors are similarly required to perform pre- and post-class work.

15. Unpaid post-class time is a matter of course among class members because Defendants' *Group Fitness Instructor Manual* specifically requires unpaid pre-class work for every class taught:

Every Class, Every Time - You are expected to be in the studio, ready to teach, 15 minutes before your class with music playing. A 15-minute transition time between classes exists for you to connect with the members and set the stage and environment for your class.

Exhibit A at 7.

16. Defendants also required Plaintiff and class members to spend their own unpaid time compiling current playlists for their classes, refusing to compensate them for the time and downloads required to do so. Indeed, with respect to "Your Music in Class" and the necessity to compile and pay for such playlists, Defendants' *Manual* instructs that "Your music is your 'auditory signature'. You are expected to keep it and change it often," again, with no regard for the significant time or cost associated with doing so. *Id.* at 8.

17. Defendants made no mistake about their intention to make group fitness instructors work for free:

The studio is your home and every day is “Open House”. You are responsible for leaving the studio in a condition of which you can be proud. All Life Time Fitness Team Members participate in the upkeep and presentation of our workplace; this includes the Group Fitness Team. Your department head will show you a cleaning checklist that may include re-stacking mats and weights, gathering towels, etc; *this is your “contribution” for each class that you teach and is a requirement of your position.*

Id. at 9 (emphasis added).

18. No contract exists (or ever existed) between Plaintiff and any of the Defendants.

With respect to Defendants’ *Manual*, it explicitly instructs that it is not a contract:

This handbook is not intended as an employment contract and should not be used or interpreted as an employment contract or interpreted to create any legal rights. All Team Members are employed on an at-will basis. At-will employment means that either the Company or the Team Member can terminate the employment relationship at any time, with or without prior notice, for any reason not prohibited by law. Any written or oral statement to the contrary by a supervisor, manager, corporate officer, or other agent of Life Time Fitness, Inc., Inc. is invalid and should not be relied upon by any prospective or existing Team Member.

Id. at 1 (emphasis added).

19. Taken together, Plaintiff and class members’ unpaid and required pre- and post-class work included:

- a. Preparing the rooms where classes were held, which preparation included replacing, arranging, and cleaning any equipment, mats, or props;
- b. Cleaning rooms after classes, which clean up included wiping down any equipment, replacing props and mats, and gathering up sweaty towels and taking them to the laundry, despite the presence of cleaning personnel on staff; and
- c. Participating in or staffing various events taking place at Defendants’ fitness centers, such as Commitment Day, Father/Daughter Dance, Halloween Party, and similar fitness center events.

20. It was impossible for Plaintiff and class members to complete all the work required of their positions during the time for which Defendants paid them because Defendants only paid them for actual class time and not for any of the time relating to pre- and post-class activities. On this basis, Defendants underpaid—indeed, refused to pay—Plaintiff and class members for actual time worked.

**SIGNIFICANT-CONTACT ANALYSIS UNDER THE
DUE PROCESS AND FULL FAITH AND CREDIT CLAUSES**

21. Minnesota has significant contact or a significant aggregation of contacts to the claims asserted by each member of the Plaintiff class, contacts creating state interests, in order to ensure that the choice of Minnesota law is neither arbitrary nor unfair.

22. Minnesota's unjust-enrichment laws do not conflict in any material way with any other states' unjust-enrichment laws that could apply to Plaintiff's and class members' claims.

23. Accordingly, applying Minnesota law to Plaintiff and class members' unjust-enrichment claims causes no injury because it is not in conflict with that of any other jurisdiction connected to Plaintiff's lawsuit.

24. Here, Minnesota is the forum state, and all the states where Defendants have clubs are connected to this lawsuit because the Minnesota-based Defendants underpaid class members in those states from Minnesota.

25. To the extent the various states' unjust-enrichment laws conflict, applying Minnesota law would be fair because Minnesota has significant contacts to this litigation that support Minnesota's interest in applying its law.

26. With respect to the contacts between Minnesota and each class member's claims, applying Minnesota law is fair because Minnesota has significant contact with each class member by virtue of Defendants' domicile.

27. For instance, Defendants Life Time Fitness, Inc. and LTF Club Operations Company, Inc. are incorporated, headquartered, and have their principal places of business in Minnesota. These physical and corporate domiciliary contacts support Minnesota's interests in applying its law. Minnesota has an interest in regulating its domestic corporations and in ensuring that out-of-state persons doing business with or working for Minnesota firms may rely on Minnesota businesses' compliance with Minnesota laws and statutes.

28. Also, virtually all of the corporate acts implicated by Plaintiff and class members' claims occurred in or emanated from Minnesota, and upon information and belief Minnesota is where Defendants wrote their *Manual* and created the policies for which Plaintiff is suing.

29. For instance, according to Defendants' *Team Member Handbook*, Plaintiff and every class member were "employed with Life Time Fitness, Inc." (Exhibit B at 1), a company that is incorporated and located in Minnesota. Defendants Life Time Fitness, Inc. and LTF Club Operations Company, Inc., and the other Defendants, paid—and underpaid—Plaintiff and every class member. Upon information and belief, all of Defendants' employment policies and materials affecting Plaintiff's and class members' employment with the Minnesota-based and incorporated Defendants were created in, are maintained in, and are subject to adjustment or revision in Minnesota.

30. Furthermore, Defendants' welcome letter is addressed by Human Resources, located in Minnesota (Exhibit C), while Defendants' *Life Time Fitness Sexual Harassment* policy encourages Defendants' employees to report "discrimination or harassment" to Human Resources located in Minnesota. Exhibit D at 3.

31. And Defendants' *Benefits Insurance Contact Information* indicates that Defendants utilize Minnesota-based medical and dental insurers for full-time employees. Exhibit E at 4.

32. All of these Minnesota-based factors affect the expectations of the parties as to which state's law applies to potential claims. In this manner, the application of Minnesota law to the Minnesota-based-and-incorporated Defendants could not have been unexpected by Defendants. Relatedly, to the extent Plaintiff and class members were even thinking about legal claims when Defendants were underpaying them, Plaintiff and class members would have expected a plainly Minnesota-based corporation to be subject to the requirements of Minnesota common law.

33. These facts and others likely to be obtained in discovery create no doubt that an individual class member can sue Defendants in Minnesota and apply Minnesota law because applying Minnesota law is constitutionally permissible individually, as well as in the class action context.

CLASS ACTION ALLEGATIONS

34. Under Fed. R. Civ. P. 23(b)(3), Plaintiff defines her proposed, alternate classes as follows:

Multistate class under Minnesota law

All of Defendants' group fitness instructors.

Alabama class under Alabama law

All of Defendants' group fitness instructors in Alabama.

Arizona class under Arizona law

All of Defendants' group fitness instructors in Arizona.

California class under California law

All of Defendants' group fitness instructors in California.

Colorado class under Colorado law

All of Defendants' group fitness instructors in Colorado.

Florida class under Florida law

All of Defendants' group fitness instructors in Florida.

Georgia class under Georgia law

All of Defendants' group fitness instructors in Georgia.

Illinois class under Illinois law

All of Defendants' group fitness instructors in Illinois.

Indiana class under Indiana law

All of Defendants' group fitness instructors in Indiana.

Iowa class under Iowa law

All of Defendants' group fitness instructors in Iowa.

Kansas class under Kansas law

All of Defendants' group fitness instructors in Kansas.

Michigan class under Michigan law

All of Defendants' group fitness instructors in Michigan.

Minnesota class under Minnesota law

All of Defendants' group fitness instructors in Minnesota.

Missouri class under Missouri law

All of Defendants' group fitness instructors in Missouri.

Nebraska class under Nebraska law

All of Defendants' group fitness instructors in Nebraska.

New Jersey class under New Jersey law

All of Defendants' group fitness instructors in New Jersey.

New York class under New York law

All of Defendants' group fitness instructors in New York.

North Carolina class under North Carolina law

All of Defendants' group fitness instructors in North Carolina.

Ohio class under Ohio law

All of Defendants' group fitness instructors in Ohio.

Oklahoma class under Oklahoma law

All of Defendants' group fitness instructors in Oklahoma.

Texas class under Texas law

All of Defendants' group fitness instructors in Texas.

Vermont class under Vermont law

All of Defendants' group fitness instructors in Vermont.

Virginia class under Virginia law

All of Defendants' group fitness instructors in Virginia.

35. The classes are so numerous and geographically dispersed that joinder of all members is impracticable. While the exact number of class members is presently unknown, research conducted by Plaintiff's counsel indicates that there are 114 Life Time Fitness centers, each employing numerous group fitness instructors.

36. Common questions of law or fact relate to and affect the rights of members of the alternate classes, including:

- a. Whether Defendants failed to pay class members for time they were required to work;
- b. Whether class members conferred benefits upon Defendants;
- c. Whether it would be unjust for Defendants to retain the benefits that class members conferred upon them;
- d. Whether Defendants owe Plaintiff and the class members restitution;
- e. Whether Plaintiff and class members are entitled to an award of reasonable attorney fees, interest, and costs under various states' law.

37. Plaintiff's claims are typical of class members' claims. Plaintiff is situated similarly, if not identical, to all class members, as Plaintiff and all class members were Defendants' employees and suffered similar types of loss. Plaintiff does not expect that the amount of unpaid wages claimed by each class member will vary widely. Plaintiff's claims are based on the same fundamental factual allegations and legal theories as class members' claims.

38. Plaintiff will adequately represent and protect class members' interests and has no interests that conflict with, or are antagonistic to, class members' interests.

39. Plaintiff has retained attorneys who are experienced in complex class action litigation. Plaintiffs' attorneys will actively conduct and be responsible for the prosecution of the litigation and the expenses and have the resources, experience, and commitment required to litigate this case.

40. Class certification is the superior procedural vehicle for fairly and efficiently adjudicating Plaintiff's claims because:

- a. Common questions of law or fact predominate over any individual questions that exist within the class and, consequently, economies to the Court and the parties exist in litigating these common issues on a classwide basis instead of on a repetitive, individual basis;
- b. Each class member's damage claim is too small to make individual litigation an economically viable possibility, and few class members have any interest in individually controlling the prosecution of separate actions;
- c. Class treatment is required for optimal deterrence and compensation and for limiting the Court-awarded, reasonable legal expenses incurred by class members;
- d. Despite the relatively small size of each class member's claim, the aggregate volume of their claims—coupled with the economies of scale inherent in litigating similar claims on a common basis—will enable class counsel to litigate this case on a cost-effective basis; and
- e. Plaintiff anticipates no unusual difficulties in this class action's management in that all legal and factual questions are common to the class.

LEGAL CLAIMS

Count 1

Unjust Enrichment Under Minnesota Law **(Applicable to the Multistate Class)**

41. Plaintiff restates each of the allegations above.
42. Plaintiff and class members conferred a benefit upon Defendants in the form of uncompensated labor.

43. Defendants appreciated, knew, and accepted this benefit.

44. Defendants' acceptance and retention of this benefit was under such circumstances that it is inequitable for them to retain it without paying class members the full amount of wages due and owing to them for that benefit of uncompensated labor.

45. No adequate legal remedy exists, whether under Minnesota contract law, other Minnesota common law, or Minnesota statutory law.

Count 2
Unjust Enrichment Under Alabama Law
(Applicable to the Alabama Class)

46. Plaintiff restates each of the allegations above.

47. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

48. Defendants hold money, which in equity and good conscience, belongs to class members because Defendants appreciated this benefit.

49. Defendants' retention of this benefit would be unjust.

50. No adequate legal remedy exists, whether under Alabama contract law, other Alabama common law, or Alabama statutory law.

Count 3
Unjust Enrichment Under Arizona Law
(Applicable to the Arizona Class)

51. Plaintiff restates each of the allegations above.

52. Defendants were enriched in the form of uncompensated labor by class members.

53. Class members were impoverished by Defendants' enrichment because they were not paid the full amount of wages due and owed to them.

54. There is a connection between the Defendants' enrichment and the class members' impoverishment as the class members provided uncompensated labor to the Defendants.

55. Defendants lack justification for their enrichment and the class members' impoverishment.

56. No adequate legal remedy exists, whether under Arizona contract law, other Arizona common law, or Arizona statutory law.

Count 4
Unjust Enrichment Under California Law
(Applicable to the California Class)

57. Plaintiff restates each of the allegations above.

58. Defendants received a benefit from class members in the form of uncompensated labor.

59. Defendants unjustly retained that benefit at the expense of class members by failing to pay them the full amount of wages due and owing to them for this benefit.

60. No adequate legal remedy exists, whether under California contract law, other California common law, or California statutory law.

Count 5
Unjust Enrichment Under Colorado Law
(Applicable to the Colorado Class)

61. Plaintiff restates each of the allegations above.

62. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

63. Defendants appreciated this benefit.

64. Defendants accepted that benefit under such circumstances that it would be inequitable for it to be retained without payment.

65. Defendants' retention of this benefit would be unjust.

66. No adequate legal remedy exists, whether under Colorado contract law, other Colorado common law, or Colorado statutory law

Count 6
Unjust Enrichment Under Florida Law
(Applicable to the Florida Class)

67. Plaintiff restates each of the allegations above.

68. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

69. Defendants had knowledge of this benefit.

70. Defendants accepted, appreciated, and retained this conferred benefit.

71. Under the circumstances, it would be inequitable for the Defendants to retain the benefit without paying for it.

72. No adequate legal remedy exists, whether under Florida contract law, other Florida common law, or Florida statutory law.

Count 7
Unjust Enrichment Under Georgia Law
(Applicable to the Georgia Class)

73. Plaintiff restates each of the allegations above.

74. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

75. Defendants appreciated this benefit, and equitably ought to return or compensate class members for it.

76. Defendants' retention of this benefit would be unjust.

77. No adequate legal remedy exists, whether under Georgia contract law, other Minnesota common law, or Minnesota statutory law.

Count 8
Unjust Enrichment Under Illinois Law
(Applicable to the Illinois Class)

78. Plaintiff restates each of the allegations above.

79. Defendants voluntarily accepted a benefit from class members in the form of uncompensated labor.

80. It would inequitable for Defendants to retain that benefit without paying class members the full amount of wages due and owing to them.

81. No adequate legal remedy exists, whether under Illinois contract law, other Illinois common law, or Illinois statutory law.

Count 9
Unjust Enrichment Under Indiana Law
(Applicable to the Indiana Class)

82. Plaintiff restates each of the allegations above.

83. Class members conferred a measurable benefit upon Defendants in the form of uncompensated labor.

84. Under the circumstances Defendants' retention of this benefit without payment would be unjust.

85. No adequate legal remedy exists, whether under Indiana contract law, other Indiana common law, or Indiana statutory law.

Count 10
Unjust Enrichment Under Iowa Law
(Applicable to the Iowa Class)

86. Plaintiffs restate each of the allegations above.
87. Defendants were enriched by their receipt of uncompensated labor performed by class members.
88. Defendants' enrichment was at the expense of class members.
89. It is unjust to allow the Defendants to retain the benefit under the circumstances.
90. No adequate legal remedy exists, whether under Iowa contract law, other Iowa common law, or Iowa statutory law.

Count 11
Unjust Enrichment Under Kansas Law
(Applicable to the Kansas Class)

91. Plaintiffs restate each of the allegations above.
92. Class members conferred a benefit upon Defendants in the form of uncompensated labor.
93. Defendants appreciated or knew of this benefit.
94. The Defendants' acceptance or retention of this benefit under these circumstances make it inequitable for the Defendants to retain that benefit without payment of its value.
95. Defendants' retention of this benefit would be unjust.
96. No adequate legal remedy exists, whether under Kansas contract law, other Kansas common law, or Kansas statutory law.

Count 12
Unjust Enrichment Under Michigan Law
(Applicable to the Michigan Class)

97. Plaintiffs restate each of the allegations above.
98. Class members conferred a benefit upon Defendants in the form of uncompensated labor.
99. Defendants received and appreciated that benefit.
100. It is inequitable for the Defendants to retain that benefit.
101. No adequate legal remedy exists, whether under Michigan contract law, other Michigan common law, or Michigan statutory law.

Count 13
Unjust Enrichment Under Minnesota Law
(Applicable to the Minnesota Class)

102. Plaintiffs restate each of the allegations above.
103. Class members conferred a benefit upon Defendants in the form of uncompensated labor.
104. Defendants appreciated, knew, and accepted this benefit.
105. Defendants' acceptance and retention of this benefit was under such circumstances that it is inequitable for them to retain it without paying class members the full amount of wages due and owing to them for that benefit of uncompensated labor.
106. No adequate legal remedy exists, whether under Minnesota contract law, other Minnesota common law, or Minnesota statutory law.

Count 14
Unjust Enrichment Under Missouri Law
(Applicable to the Missouri Class)

107. Plaintiffs restate each of the allegations above.

108. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

109. Defendants appreciated or recognized that this benefit was conferred.

110. Defendants' acceptance and retention of that benefit renders that retention inequitable under these circumstances.

111. Defendants' retention of this benefit would be unjust.

112. No adequate legal remedy exists, whether under Missouri contract law, other Missouri common law, or Missouri statutory law.

Count 15
Unjust Enrichment Under Nebraska Law
(Applicable to the Nebraska Class)

113. Plaintiffs restate each of the allegations above.

114. Defendants received a benefit from class members in the form of uncompensated labor.

115. Defendants retained the possession of the benefit.

116. For justice and fairness, Defendants ought to pay class members for that benefit.

117. No adequate legal remedy exists, whether under Nebraska contract law, other Nebraska common law, or Nebraska statutory law.

Count 16
Unjust Enrichment Under New Jersey Law
(Applicable to the New Jersey Class)

118. Plaintiffs restate each of the allegations above.
119. Defendants received a benefit from class members in the form of uncompensated labor.
120. Defendants appreciated this benefit.
121. Defendants' retention of this benefit would be unjust.
122. Class members expected and are entitled to remuneration from the Defendants at the time they performed or conferred the benefit on Defendants.
123. Defendants' failure to remunerate that benefit enriched Defendants beyond its rights.
124. It would be inequitable to permit Defendants to retain the benefit without paying fair compensation or consideration for it.
125. No adequate legal remedy exists, whether under New Jersey contract law, other New Jersey common law, or New Jersey statutory law.

Count 17
Unjust Enrichment Under New York Law
(Applicable to the New York Class)

126. Plaintiff restates each of the allegations above.
127. Defendants were enriched with the benefit from the class members of uncompensated labor.
128. Defendants were enriched with that benefit at the class members' expense.
129. It is against equity and good conscience to permit Defendants to retain that benefit without compensation of full wages due and owing to the class members.

130. No adequate legal remedy exists, whether under New York contract law, other New York common law, or New York statutory law.

Count 18
Unjust Enrichment Under North Carolina Law
(Applicable to the North Carolina Class)

131. Plaintiff restates each of the allegations above.

132. Class members conferred a benefit on Defendants in the form of uncompensated labor.

133. Class members conferred this benefit on Defendants under circumstances that gave rise to a legal or equitable obligation on the part of Defendants to account for the benefits received.

134. Class members did not confer the benefit officiously or gratuitously.

135. Defendants consciously accepted and were enriched in a measurable amount by the unpaid class members' labor.

136. It is against equity and good conscience to permit Defendants to retain this benefit.

137. No adequate legal remedy exists, whether under North Carolina contract law, other North Carolina common law, or North Carolina statutory law.

Count 19
Unjust Enrichment Under Ohio Law
(Applicable to the Ohio Class)

138. Plaintiff restates each of the allegations above.

139. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

140. Defendants appreciated and had knowledge of this benefit.

141. Defendants retained the benefit under circumstances where it would be unjust to do so without payment to the class members.

142. It would be inequitable to permit Defendants to retain the benefit without paying fair compensation or consideration for it.

143. No adequate legal remedy exists, whether under Ohio contract law, other Ohio common law, or Ohio statutory law.

Count 20
Unjust Enrichment Under Oklahoma Law
(Applicable to the Oklahoma Class)

144. Plaintiffs restate each of the allegations above.

145. Class members conferred a valuable benefit upon Defendants in the form of uncompensated labor with a reasonable expectation of being compensated.

146. Defendants appreciated and knowingly accepted this benefit.

147. Defendants would be unfairly benefited by retaining this benefit, if no compensation was paid to class members.

148. No adequate legal remedy exists, whether under Oklahoma contract law, other Oklahoma common law, or Oklahoma statutory law.

Count 21
Unjust Enrichment Under Texas Law
(Applicable to the Texas Class)

149. Plaintiffs restate each of the allegations above.

150. Class members conferred valuable services and benefits upon Defendants in the form of uncompensated labor.

151. Defendants accepted, used, and enjoyed these services and benefits.

152. Class members expected to be paid by Defendants for conferring such benefits.

153. No adequate legal remedy exists, whether under Texas contract law, other Texas common law, or Texas statutory law.

Count 22
Unjust Enrichment Under Vermont Law
(Applicable to the Vermont Class)

154. Plaintiffs restate each of the allegations above.

155. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

156. Defendants accepted and appreciated this benefit.

157. Defendants retained the benefit under such circumstances that it would be inequitable for Defendants not to compensate class members for its value.

158. No adequate legal remedy exists, whether under Vermont contract law, other Vermont common law, or Vermont statutory law.

Count 23
Unjust Enrichment Under Virginia Law
(Applicable to the Virginia Class)

159. Plaintiffs restate each of the allegations above.

160. Class members conferred a benefit upon Defendants in the form of uncompensated labor.

161. Defendants had knowledge of class members conferring the benefit.

162. Defendants' appreciation and retention of the benefit under these circumstances render it inequitable and unjust for Defendants not to compensate class members for its value.

163. No adequate legal remedy exists, whether under Virginia contract law, other Virginia common law, or Virginia statutory law.

PRAYER FOR RELIEF

Plaintiff requests the following relief:

- a. An order determining that this action is a proper class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Multistate or alternate classes;
- b. An order appointing Plaintiff as class representative and her attorneys as class counsel;
- c. An order awarding restitution in an amount to be proven at trial;
- d. An order awarding Plaintiff her reasonable costs and expenses incurred in this action, including counsel fees; and
- e. An order awarding any other and relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a jury trial.

Dated: July 20, 2016.

	<p><i>s/Garrett D. Blanchfield</i> Garrett D. Blanchfield (MN#209855) Brant D. Penney (MN#173484) Roberta A. Yard (MN#0322295) Reinhardt Wendorf & Blanchfield E-1250 First National Bank Bldg. 332 Minnesota St. St. Paul, MN 55101 Tel: (651) 287-2100 Fax: (651) 287-2103 E-mail: g.blanchfield@gwblawfirm.com r.yard@gwblawfirm.com</p>
	<p>J. Barton Goplerud (pro hac vice pending) Hudson Mallaney Shindler & Anderson, PC 5015 Grand Ridge Drive, Suite 100 West Des Moines, IA 50265 Tel: (515) 223-4567 Fax: (515) 223-8887 Email: jbgoplerud@hudsonlaw.net</p>

	<p>Daniel R. Karon (pro hac vice pending) Beau D. Hollowell (pro hac vice pending) Karon LLC 700 W. St. Clair Ave., Suite 200 Cleveland, OH 44113 Tel: (216) 551-9175 Fax: (216) 241-8175 Email: dkaron@karonllc.com bhollowell@karonllc.com</p>
	<p>Alan L. Rosca (pro hac vice pending) Peiffer Rosca Wolf Abdullah Carr & Kane 1422 Euclid Ave., Suite 1610 Cleveland, OH 44115 Tel: (216) 589-9280 Fax: (888) 411-0038 Email: arosca@prwlegal.com</p>

EXHIBIT A

LIFETIME

THE HEALTHY WAY OF LIFE COMPANY™

GROUP FITNESS INSTRUCTOR MANUAL

LIFE TIME FITNESS VISION

As a Healthy Way of Life Company,
Life Time helps organizations, communities and individuals achieve their
**Total health objectives,
Athletic aspirations and
Fitness goals**
by engaging in their areas of passion.

We do this by providing the
Best places, Best programs and Best people
of uncompromising quality and value that changes lives every day.

LIFE TIME FITNESS MISSION STATEMENT

Our mission is to provide an educational, entertaining, friendly and inviting, functional, and innovative experience of uncompromising quality that meets the health and fitness needs of the entire family.

GROUP FITNESS DEPARTMENTAL OBJECTIVE

To be entertaining educators who provide
a motivating experience that delivers results to our members.

10/31/2011

2

WELCOME TO LIFE TIME FITNESS!

Welcome to the Life Time Fitness Group Fitness Department! You have been selected to join an elite team of professionals within the Fitness Division and, as you have surely recognized through the audition and interview process, this is no ordinary company or average “gym”. Life Time Fitness is committed to providing you the tools to be the best that you can be in every class.

It is our goal to provide a “WOW” experience to our members with every detail in every class through education, training, and a culture of dedication and teamwork. It is the objective of this manual to clearly communicate the expectations, policies, and important information you need to know to ensure that you are prepared to accomplish that goal.

Upon completion of your new hire paperwork, you should have received the Life Time Fitness Team Member Handbook. Included in the Team Member Handbook are general guidelines and policies applicable to every Team Member in every department. For questions regarding the following, please refer to the Team Member Handbook:

Team Member Benefits

Payroll

Employment Practices

Employment Status and Records

Workplace Guidelines

Code of Business Conduct and Ethics

Following, in this instructor manual, you’ll find our Group Fitness specific policies and procedures. Please read it thoroughly so you are aware of the requirements as you begin your new position. If you have any questions regarding any of the contents herein, please direct them to your Group Fitness Department Head.

TABLE OF CONTENTS

- **Job Description**
- **Before You Begin**-Expectations and Requirements
 - Life Time University
 - Group Fitness Department
- **Your First Class and Beyond**
 - Delivering the Experience-LTF, the Members, and YOU
 - Enhancing the Experience-Your Education, Today and Tomorrow
 - Supporting the Experience- The Equipment and the Studios
- **FAQ's**
- **Checklist for Required Training**
- **Receipt of Manual** (to be signed and returned before first class)

10/31/2011

3

Job Title: Group Fitness Instructor
Department: Group Fitness
Reports to: Department Head
Direct Reports: None
FLSA Status: Non-exempt
Updated: October 2011

GENERAL SUMMARY

Provide cutting-edge group fitness instruction through a variety of entertaining, educational, and fun classes promoting fitness and positive self-esteem in a safe environment. Act as a fitness resource for class participants. Maintain positive relationships with members to encourage continued class attendance. Effectively promote Life Time Fitness programs, products and services.

Major Duties & Responsibilities

Member Experience

1. Provide excellent customer service by promptly responding to member needs and concerns
2. Develop positive relationships with class participants by teaching a variety of challenging and entertaining group fitness classes
3. Educate class participants on correct form and alternative moves during the fitness routine
4. Attentively listen to members, answer questions, and engage in conversation before and after classes
5. Provide current music ensuring appropriate language
6. Clean and organize studio after each Group Fitness class

Sales & Promotion

1. Promote all forms of Group Fitness classes
2. Promote Life Time Fitness promotions, programs, products, and services to class participants
3. Motivate members to continue to consistently attend Group Fitness classes
4. Encourage all participants to use Life Time Fitness's "Healthy Way of Life" model

Financial & Budgetary

1. Consistently meet daily class attendance goals

Managerial & Supervisory

1. Respond to member comments and suggestions in a timely and professional manner
2. Attend instructor and "all club" meetings
3. Assure individual class coverage by finding an appropriate substitute
4. Properly complete and submit incident reports when injuries occur before, during, or after class

Responsibilities of All Positions

- Support and articulate the Life Time Fitness mission statement
- Adhere to company policies and procedures
- Ensure cleanliness of the club using all 5 senses:
 - Sight to ensure club is neat and orderly
 - Sound to ensure music/sound levels are appropriate
 - Touch to ensure floors, countertops, etc are clean and dry
 - Taste to ensure food & beverages in the café are up-to-standards
 - Smell to ensure the club is fresh and odor free

10/31/2011

4

- Customer Service:
 - Demonstrate positive attitude and actions through a display of courtesy, service, cooperation, hospitality, sensitivity, and professionalism to internal and external customers.
- Safety Responsibilities:
 - Comply with all company safety rules
 - Use all required safety devices and personal protection equipment
 - Report accidents and injuries to supervisor as soon as possible
 - Participate in safety training and safety inspections
 - Suggest methods of preventing hazards to safety committee

Minimum Qualifications

Education:

- High school diploma or GED

Experience:

- One-year fitness instructor work experience

Licenses / Certifications / Registrations:

- CPR/AED certification
- Group Exercise Certification (minimum of one)
 - National Association of Sports Medicine (NASM)
 - American Council of Exercise (ACE)
 - American Fitness Aerobic Association (AFAA)
 - Aquatic Exercise Association (AEA)

KNOWLEDGE, SKILLS, ABILITIES AND OTHER CHARACTERISTICS

- Ability to form relationships with members
- Excellent customer service skills, energetic, enthusiastic, and motivational
- Outstanding promotional skills
- Ability to lead and motivate large group classes
- Ability to perform exercises specific to the assigned class
- Extensive knowledge of group fitness programs and safe exercise techniques
- Awareness of potential injuries and ability to handle emergencies
- Results orientated with a positive outlook and commitment to quality
- Ability to resolve conflicts in a professional, tactful manner
- Excellent organizational skills
- Ability to multi-task and learn quickly
- Excellent physical fitness

Language Ability:

Language Ability- Intermediate- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers, clients, and other employees of the organization in English.

Math Ability:

Mathematical Skills- Intermediate- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply basic concepts of basic algebra and geometry.

10/31/2011

5

Reasoning Ability:

Reasoning Ability- Intermediate Skills- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Technical Skills:

To perform this job successfully, an individual must have knowledge of Microsoft Word, Excel, Power Point, and Microsoft Outlook.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position requires agility and the ability to perform an aerobic activity for the duration of a class. Bending and moving is done frequently. Physical activity will include standing, walking, reaching with hands and arms, climbing or balancing and talking or hearing more than 2/3 of the time sitting and stooping, kneeling, crouching or crawling. Lifting requirements are 50 pounds and occasionally up to 100. The vision requirements are close, distant, color peripheral, depth and ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The work is performed in an athletic club environment and exercise studio. The noise level is usually moderate to high.

BEFORE YOU BEGIN EXPECTATIONS AND REQUIREMENTS

◆ LIFE TIME UNIVERSITY- Must complete within 30 days of hire

Life Time Fitness believes its most important assets are its employees. No matter the role or level in the organization, all employees contribute to the experience and satisfaction of our members and other consumers of our products and services. Therefore there are minimum standards that all Life Time Fitness Employees must meet and there are several classes/workshops that you are required to attend. Most of the trainings are offered online and you will be compensated for your time. In addition, there are numerous supplemental classes offered that you may attend with no charge to you. You have 30 days from your date of hire to fulfill the requirements listed below* and you will be compensated at minimum wage for your time while you are in attendance.

[ONLINE] Adult CPR/AED- As an employee of the Fitness Division you should already have this as a requirement of your National Certification. However, regular LTU class schedules ensure that these classes are offered monthly in you regions and we recommend participation in the CPR course to ensure consistency among Life Time Fitness employees. See your Department Head for further details and how to register for CPR classes offered by LTF.

[ONLINE] Experience Life Time Fitness- Learn the story of Life Time Fitness and what it takes to make an "Impact" in the lives of our members through the Mission and the Vision.

10/31/2011

6

[ONLINE] Going to the Club – The purpose of this course is to demonstrate how you can impact the fulfillment of our Mission whenever you are in the club.

[ONLINE] Preventing Sexual Harassment - A thorough review of the Life Time Fitness Sexual Harassment Policy.

[ONLINE] Safety- We want to know that YOU know what to do to protect yourself and others.

[ONLINE] Club Cross Training – The objective of this course is to provide a high-level overview of all departments to our team members so they are aware of the club offerings and can best support our members.

◆ **GROUP FITNESS DEPARTMENT- Before the First Class...**

[IN-PERSON] Departmental Training-

We want to set you up for success. To ensure that you are prepared for your first class, your Department Head will train you on the specifics of the Group Fitness Department (stereo and equipment utilization and storage, clocking in and out, signing in, etc.). This will be scheduled either individually, or with a group.

[ONLINE] HRT-

HRT, or Heart Rate Training is the cornerstone of our training philosophy at Life Time Fitness and a high priority for your learning process. All fitness programs reference this “common language of the fitness floor” and you will be required to do the same before you teach class. The objective of this training is to give you the ability to explain and apply the LTF Heart Rate Zones and Chart in every class where it applies. You must also pass an online exam on LTU On-line.

[IN-PERSON] Format Training-

As a National Brand, consistency in the delivery of all of our classes, both standard formats and Signature Formats, is a must. Before teaching your assigned classes, you will be given a class guide for each format that your department head will review with you. Classes are not “pre-choreographed” but each class has a specific identity and structure that must be honored. You will also be required to attend the Format Overview when it is offered. Signature Format training and a passing teach-back evaluation are required to teach Life Time Fitness Signature Formats.

[UNIFORM] Heart Rate Monitors-

Life Time Fitness is a Heart Rate Training culture and a heart rate monitor is part of your uniform. You may purchase a heart rate monitor from Polar or Garmin through our Employee Purchase Program at a dramatically discounted rate if you do not already own one. Please see your Metabolic Specialist to obtain more information on the discount.

[UNIFORM] Your Attire-

You are the brand and professional, current fitness attire must be worn to teach classes. Your attire should be appropriate to the format you are teaching (look the part) and not display the brand of another facility (Brand name apparel logos, i.e. Nike are acceptable). Regarding Studio Cycle and Performance Cycle classes, cycle specific attire (preferably a Life Time Fitness Jersey) is recommended and cycling shoes are a REQUIREMENT. Reference the Life Time Fitness Style Guide for more specifics regarding jewelry and grooming.

[JOB] Scheduling-

- Two Class Minimum: You have been hired to teach a specific format/s at a specific time. Life

10/31/2011

7

Time Fitness requires that you teach a minimum of two classes on the schedule to remain employed, noting that teaching at two different LTF clubs in the same region may fulfill this requirement.

- **Holidays:** The Department Head will make a holiday schedule fit for the member experience and reserves the right to modify the schedule. The Department Head will make the schedule as he/she sees fit for the needs of the club. If you are not available to teach on a holiday that falls on the day of your regularly scheduled class, notify your department head no later than three weeks' prior.
- **Group Fitness Schedule Changes:** The LTF group fitness schedule changes on an as-needed basis to ensure maximum member satisfaction and participation numbers. Most major changes will occur with the seasons. There may be circumstances where classes are cut during any schedule change; one or more of the classes could be yours. Your GFDH will manage the schedule according to the needs of the budget and the member experience. No instructor "owns" a timeslot; flexibility and availability will help ensure your place on the schedule.

[[JOB] Subbing Policy-

- **Standard Procedure:** You are solely responsible for getting a sub for your class. To obtain a sub you must:
 - Contact via email and/or phone all instructors *qualified* to teach your format before calling the Department Head for any assistance.
 - See to it that the instructor who has agreed (with the approval of the GFDH) to sub is copied on the confirmation email. This officially makes it the responsibility of the individual who agreed to sub.
- **Emergency Coverage:** If you need to get a cover due to an emergency- e.g. sickness, family emergency, traveling mishap- immediately contact your Department Head to notify them of the situation and CONTINUE TO attempt to find a sub. Do not assume a message has been received.
- **No-Show:** This is not an option. In the event of a no-show/no-call, extreme disciplinary action up to and including termination may result.

YOUR FIRST CLASS AND BEYOND

◆ DELIVERING THE (WOW) EXPERIENCE

Life Time Fitness is committed to delivering uncompromising quality and "wow" experiences to our members every day, every time. In Group Fitness, we accomplish this by ensuring that the following expectations are consistently met.

Every Class, Every Time- You are expected to be in the studio, ready to teach, 15 minutes before your class with music playing. A 15-minute transition time between classes exists for you to connect with the members and set the stage and environment for your class.

Pre-Class Intro- Introduce yourself, the class you are teaching, the length of the class, and all necessary equipment. Find out if there are new members and welcome them. Let your class know what they can expect (since you have carefully planned your workout according to the objective of the class) including the introduction of the Heart Rate Chart as it pertains to the format you are teaching. The introduction and use of the Heart Rate Chart is a requirement for all Cardio and/or Cardio/Strength classes. Reference the *Format Guide* for specifications.

10/31/2011

8

Format Delivery- Per the *Format Guide*, there are specific guidelines and identities for each format. It is imperative that all classes taught at Life Time Fitness are taught consistently in all clubs as dictated by the *Format Guide* (with the exception of “Featured Classes”). Creativity in individual factors such as music, choreography and exercise selection are encouraged and supported, but the identity of each format exists for a reason and must be honored without exception. You may not replicate licensed, pre-choreographed programs offered outside of Life Time Fitness.

Music Selection and Volume- The Group Fitness Studios are equipped with state of the art dual-deck CD players with pitch control and iPod jacks; Clubs with Cycle Studios also include DVD and Projector. Multiple transmitters and headsets are provided for each studio as well as batteries, belt-packs and windscreens. Your stereo should be checked immediately upon arrival at the club.

- **Your Music in Class:** Your music is your “auditory signature”. You are expected to keep it current and change it often. Plan your music to avoid obvious changes of CD’s or Playlists in the middle of your class. There should not ever be any “dead space” or loss of momentum due to music.
- **Profanity:** Overt profanity in your music is never acceptable. Use care in selecting “clean” versions of popular songs and, when in doubt, consult your Department Head.
- **Inappropriate Content/Lyrics:** Inappropriate lyrics and subject matter can compromise the experience for your members. Consider all of the members in your class and avoid potentially offensive content, *including music that is outwardly religious in nature.*
- **Volume of Music:** The sound level of your music is part of your participants’ Healthy Way of Life. Based on research and volume level safety standards, we follow the recommendations of standards established by the U.S. Occupational Safety and Health Administration (OSHA). LIFE TIME FITNESS instructors are required to adhere to these guidelines. Music intensity during class should measure no more than 90 decibels (dB); the instructor’s voice should measure no more than 100 dB. A high-quality decibel reader is provided for you to check sound levels.

Lighting- Most Life Time Fitness Group Fitness Studios include adjustable lighting for you to create the right mood for your class. Lowered lights can enhance classes such as Studio Cycle, Cardio Kick Boxing, Zumba, and Mind Body. However, all classes that use equipment, i.e. Step, F.I. T., Core Conditioning and Total Conditioning, should be taught with the lights ON in order to ensure the safety of the participants.

◆ ENHANCING THE EXPERIENCE- Your Education

As you know, education is part of our mission statement. We strive to provide quality education for you to keep you and our programs on the cutting edge. We believe that a quality “5-Star Instructor” possesses many variables, one of which is to continue to grow his or her own skills through education. You are required to maintain a current National Group Fitness Certification- ACE is our preferred provider, but AFAA and NETA are also acceptable. You will provide your Department Head with current copies of your certification and trainings.

Your Certification-

We require all instructors to be certified at the time of your employment or 90 days from the date of hire. If you wish to teach a “land-based” class, you need a certification from a National Primary Certification, we prefer ACE as it is the only accredited certification, but AFAA and NETA are also acceptable. Aqua instructors can hold AEA or one of the nationally recognized certifications as listed above. Specialty classes such as Yoga and Pilates must have a certificate pertaining to their specialty; “workshops” are not acceptable. Personal Training Certifications such as NASM or ACSM are highly recommended and encouraged, particularly for those teaching strength/muscle conditioning formats.

10/31/2011

9

Signature Format Training-

Life Time Fitness offers a number of "Signature Formats" including *Total Conditioning, Studio Cycle, Step, Hydro Training, Strike!* and *Core Fundamentals*. In order to teach a Signature Format, you must attend the specific training for the format and pass a teach-back demonstrating your ability to deliver the class, before subbing or teaching the Signature Format on the schedule.

5-Star Instructor Development Training-

It is our goal at Life Time Fitness to consistently and continuously employ and develop the best instructors in the industry. In order to accomplish that goal, the 5-Star Instructor Development Program has been created. The purpose of this training is to help cultivate and maximize skills needed to be a successful group fitness instructor. This training sets the standard for the Life Time Fitness Group Fitness Instructor and encompasses various behavioral/communication styles (what is your style and how can you successfully communicate to other styles?) as well as what it takes to be a great leader, motivator, educator, entertainer and organizer. It's a fun, interactive training that will permanently enhance your teaching.

Evaluations-

To ensure your continued growth as an instructor and to assure that Life Time Fitness' standards of quality are met, your department head will formally evaluate you on an annual basis. Informal evaluations and teach-back opportunities will be provided regularly throughout the year. Mentor Instructors are also used to assist in evaluations. More on the role of a Mentor Instructor can be found on page 10.

Educational Workshops-

Each market has a Master Instructor Team who will facilitate quarterly education workshops for both mandatory and elective trainings. Trainings are free of charge and offer ACE CEC's. In addition, Empower! Fitness Conferences are held annually in select markets.

◆ SUPPORTING THE EXPERIENCE-The Studios and Equipment

Pride in the Studios-

The studio is your home and every day is "Open House". You are responsible for leaving the studio in a condition of which you can be proud. All Life Time Fitness Team Members participate in the upkeep and presentation of our workplace; this includes the Group Fitness Team. Your department head will show you a cleaning checklist that may include re-stacking mats and weights, gathering towels, etc; this is your "contribution" for each class that you teach and is a requirement of your position.

Equipment-Care and Maintenance-

Studio Equipment-Life Time Fitness strives to provide the most current and high-quality equipment in sufficient quantities to service as many members as can be safely accommodated. Should equipment break or breakdown, it is your responsibility to remove it from use and report it to the department head so that it can be replaced or repaired.

A/V Equipment- Multiple microphones and headsets are provided for each studio to ensure that we are never without appropriate amplification in class. Take care in utilizing the equipment by following the guidelines given to you by your department head and reporting any problems as soon as they occur.

10/31/2011

10

FAQ'S - EVERYTHING YOU WANT/NEED TO KNOW!

How is my compensation determined?

You are assigned an Instructor Level based on a variety of factors including education and certifications, class evaluations, class participation numbers, "Living the Life" (activities that constitute a "Healthy Way of Life"), and overall performance). Your department head will break down the specific elements during your review.

**Group Fitness/Yoga Instructor Pay Guidelines
Requirements at the Time of Hire:**

✓	Group Fitness	✓	Yoga
	Successful audition		Successful audition
	National Certification		200-hr Certification

Formal Annual Assessment and Pay Changes (can be requested quarterly):

25%	Certifications/Training/Continuing Ed - National/200-hr Cert, HR Training, 5 Star, CEC Certificates of Completion, etc
25%	Class Evaluation -includes performance outside of their class (team player, supports Life Time, etc)
50%	Average Class Size - Cost per head within current Company's target

Instructor Levels:

	Expectations
Group Fitness/Yoga Instructor	<ul style="list-style-type: none"> ✓ Maintain certification through continuing education ✓ Serve as a team player and promoter of Life Time
Master Instructor	<ul style="list-style-type: none"> ✓ Maintain certification through continuing education ✓ Serve as a team player and promoter of Life Time ✓ Performs 1,2 or all 3 of the following roles (defined below): 1. Role Model 2. Mentor 3. Trainer

Role Model: This instructor consistently packs the studio and delivers an incredible member experience. You would recommend that other instructors take his/her class to see "how it's done" really well.

Mentor: This instructor is not only a role model but also assists you with quality assurance of your program by performing evaluations, hosting choreography/idea exchanges, etc.

Trainer: This instructor is a role model and may also be a mentor. What sets this instructor apart as a "Trainer" is that he/she has the ability to and does facilitate instructor trainings.

When is Pay Day?

You will be paid via Direct Deposit on the 9th and the 24th of each month unless the dates fall on a weekend. If this is the case, Saturday Pay Days will be on Fridays and Sunday Pay Days on the following Monday.

10/31/2011

11

When will I get a raise?

You will be formally evaluated annually. Since Life Time Fitness is a performance based culture, your eligibility for an annual merit increase will be directly tied to your participation numbers, evaluations, and team-oriented behavior. If performance begins to drop, a development plan will be created by you and your GFDH. If the development plan does not lead to an increase in performance, your pay rate may be adjusted as necessary.

How is my schedule determined? *The Group Fitness Department Head creates the schedule based on the needs of the members and a balanced program. You will be scheduled based on the availability you provide, flexibility you demonstrate, and ability to draw participants in your assigned format.*

Do I have to be exclusive to Life Time Fitness?

No, but the more availability you provide the greater your chances of obtaining more classes at LTF will be. Exclusivity is a requirement to be a member of the Master Instructor Team. We do not hire or employ managers/Department Heads from other clubs/companies/gyms to teach at LTF. We request that if you accept a position as a fitness Department Head/Manager/Director in a corporate company or health facility, club, or gym, that you notify your Department Head immediately as LTF deems this a conflict of interest. Violation of this request may be grounds for immediate dismissal from LTF.

What if a member is injured in my class?

Always take care of the member and your class participants. If it is of a serious nature, put your class in a holding pattern and seek the assistance of another employee to attend to the member, following the protocols outlined in Safety Training. Be sure to complete an Incident Report no matter how insignificant the injury or outcome may seem.

What if a member complains?

Listen to the member and if you are unable to come to a resolution, personally walk them to your department head or the General Manager.

Can I use the Child Center while I am teaching?

Yes, but the same rules apply as they do to all members. You have a two- hour time limit unless specific arrangements have been made with the Child Center Department Head.

Can I take another instructor's class?

Yes! Of course! We highly encourage supporting your fellow instructors. The exception to this is when it involves taking the space of one of our PAYING MEMBERS. You must always give up your step, bike, BOSU Balance Trainer, etc, should the situation warrant that action.

Does my spouse/family get a free membership?

No, but be sure to see a membership advisor for details on membership.

What are my growth opportunities in Group Fitness?

As a fast growing company, there are incredible opportunities for growth within the Life Time Fitness organization. Let your department head know if you are interested in becoming a Master or Premier Instructor, a Personal Trainer, or a Department Head. We will help guide you to the right path for your fitness career.

10/31/2011

12

GROUP FITNESS INSTRUCTOR CHECKLIST

Name	Start Date
Club	Completion Date
Department	Employee #

Course	No.	Faculty Signature	Date Completed
Life Time University Training- "Basic Training" (Required for all LTF Employees)			
Departmental Training			
Experience Life Time Fitness		NA	
Going to the Club		NA	
Preventing Sexual Harassment		NA	
Safety		NA	
Club Cross Training			
CPR Certification – Adult <i>(yearly renewal)</i>			
Lean source-Master Your Metabolism		NA	
Fitness Division Required Training			
National Certification – ACE, AFAA, NETA, AEA, Yoga 200-Hr			
HRT Training			
HRT Exam			
Complete Format Overview Training			
Five-Star Instructor Training			
Signature Group Fitness Elective Training			
Studio Ride			
Total Conditioning			
Hydro Training			
Core Conditioning			
Strike!			
Barbell Strength			

How to use this Checklist

1. Review the classes included in your job description
2. See schedule of classes for dates, times and locations.
3. You have 30 days from date of hire to complete LTU "Basic Training".
4. As you take your classes, fill in the information and make sure to get this Checklist signed.
5. When your Checklist is completed, make a copy for yourself and give the original to your department head.
6. You must pass a Signature format teach-back prior to teaching any Signature Format-this includes subbing.

10/31/2011

13

ACKNOWLEDGEMENT

RECEIPT OF LIFE TIME FITNESS
GROUP FITNESS INSTRUCTOR MANUAL

I, _____, acknowledge receipt of the LIFE TIME FITNESS Group Fitness Instructor Manual. I have read and I understand its contents and will comply with the rules, regulations, policies, etc. contained therein. I understand this manual is neither an offer nor a contract of employment.

I understand: *(check the appropriate boxes)*:

- That Life Time Fitness, Inc. reserves the right to change, delete or add to this manual at any time without advance notice. We will try to notify you of changes as they occur.
- That I will follow and observe its policies.
- The LTF instructor substitution policy and will adhere to the guidelines contained herein.
- That I am required to attend mandatory Group Fitness Department and Quarterly All-Club meetings.
- That I cannot call into the club to cancel my scheduled class.
- That I am expected to give a minimum two-week notice upon leaving LTF.
- That the presentation and condition of the Group Fitness Studios and/or aqua area is part of my responsibility and compensation.
- That I am required to maintain a current National Group Fitness Certification.
- That I am required to attend Heart Rate Training and pass the exam in order to apply it in my classes.
- That a Heart Rate Monitor is part of my uniform and I must wear it at all times while teaching.
- That all new-hires are on a 90-day probation period wherein their teaching and status will be evaluated and that either party (instructor or Life Time Fitness) has the option of terminating employment after 90 days if the instructor and/or Department Head feel that the individual's teaching skills do not meet Life Time Fitness' standard of quality.

DATED

SIGNATURE

Beachwood

CLUB LOCATION

Return this signed receipt to your Department Head prior to Employee Orientation.

Department Head: File in Employee Personnel File

EXHIBIT B

Team Member Handbook

The purpose of this handbook is to provide you, our Team Members, with guidelines that will help you to be effective and successful while employed with Life Time Fitness, Inc. and provide you with a consistent information source to answer questions about our policies and practices. However, this handbook should not be considered all-inclusive. There may be unique situations that need to be discussed and dealt with on an individual basis.

Life Time Fitness, Inc. reserves the right to change, delete or add to this handbook at any time without advance notice. We will try to notify you of changes as they occur.

This handbook is not intended as an employment contract and should not be used or interpreted as an employment contract or interpreted to create any legal rights. All Team Members are employed on an at-will basis. At-will employment means that either the Company or the Team Member can terminate the employment relationship at any time, with or without prior notice, for any reason not prohibited by law. Any written or oral statement to the contrary by a supervisor, manager, corporate officer, or other agent of Life Time Fitness, Inc., Inc. is invalid and should not be relied upon by any prospective or existing Team Member.

The provisions of this handbook replace the provisions of all previous handbooks and all previous handbooks are terminated.

Updated October 2011

Table of Contents

Our Company	4
Our Vision	4
Our Mission	4
Artistry	4
Healthy Way of Life Triangle	4
Team Member Benefits	5
Paid Time Off (PTO).....	5
Fitness Club Memberships.....	5
Discounts.....	6
Workers' Compensation Insurance	6
Family Medical Leave Act (FMLA)	6
Military Leave	8
Bereavement Leave	9
Jury Duty	9
Voting	9
Health Insurance (Medical, Dental and Prescription Coverage).....	9
Continuation of Benefits (COBRA).....	10
Employee Assistance Program (EAP)	10
Short-Term Disability Insurance.....	11
Long-Term Disability Insurance	11
Life Insurance.....	11
Medical and Childcare Flexible Spending Accounts	11
401(k) Retirement Savings.....	12
Employee Stock Purchase Program	13
Nursing.....	13
Payroll	13
Timekeeping.....	13
Payday	14
Direct Deposit.....	14
Pay Deductions	14
Employment Practices	14
Drug, Alcohol & Tobacco Policy.....	14
CPR/AED Certification	15
Re-employment	15
Employment of Relatives or Domestic Partners	16
Team Member Dating Policy.....	16
Training	17
Transfers	17
Code of Business Conduct and Ethics.....	17
Outside Employment.....	17
Handling & Safeguarding Personal Information.....	17
Information Security Awareness.....	17
Accuracy of Company Records.....	18
Electronic Communications & Use of LTF Technology.....	19
Solicitation, Distribution and Posting Policy	25
Advertising.....	26
Purchasing Used Equipment or Other Company Assets.....	26
Procurement.....	27
Environmental Laws	27
Health and Safety	27

Employment Status And Records	28
Classifications	27
Access to Personnel Files.....	28
Background Checks	28
Performance Evaluation and Improvement.....	28
Workplace Guidelines	29
Absenteeism and Tardiness.....	29
Meal and Rest Periods.....	29
Emergency Closings	29
Style Guides (Dress Code)	30
Glossary of Definitions	30
Receipt and Agreement	31

OUR COMPANY

Our Vision

As The Healthy Way of Life CompanySM, Life Time helps organizations, communities and individuals achieve their

- **Total Health Objectives**
- **Athletic Aspirations and**
- **Fitness Goals**

by engaging in their areas of passion.

We do this by providing the

- **Best Places**
- **Best Programs and**
- **Best People**

of **uncompromising** quality and value that change lives every day.

Our Mission

Our mission is to provide an

***Educational, Entertaining
Friendly and Inviting,
Functional and Innovative***

experience of uncompromising quality that meets the health and fitness needs of the entire family.

Artistry

Artistry defines the unparalleled experiences we deliver to our members each and every day. It represents the very foundation upon which our company was established and serves as the benchmark through which we measure our performance. Our commitment to Artistry means that we do not rest on our laurels, but rather, continue to innovate and deliver exceptional value based upon the member point of view.

Healthy Way of Life Triangle

Nutrition

Uncompromisingly safe and effective nutritional products



Exercise

Category-redefining sports and fitness centers, services, products and athletic events

Education

Healthy way of life educational products and services

TEAM MEMBER BENEFITS

Paid Time Off (PTO)

Life Time Fitness, Inc. is pleased to offer full-time Team Members PTO for vacation days, sick days and personal days away from job duties.

Team Members are eligible for PTO on the first of the month following 90 days of employment. The amount of PTO available to a Team Member in a year will depend on how long the Team Member has been employed by Life Time Fitness, Inc.

Accrued and unused PTO is not carried over from year to year, so Team Members should use all of their PTO prior to December 31. Accrued and unused PTO is not cashed out at time of separation or status change from full-time to part-time, unless specified by law. Requests for PTO are submitted in Workday to the Team Member's supervisor at least one week in advance of the requested time off. All requests for PTO are subject to the approval of the Team Member's supervisor or manager.

Fitness Club Memberships

Life Time Fitness, Inc. is proud to provide Team Members access to our fitness facilities with a complimentary membership. Team Members and their eligible dependents may become club members as outlined in our membership agreement.

Membership is established on the first day of employment in order to allow Team Members access to our fitness centers for work and to promote a Healthy Way of Life consistent with our mission.

Membership eligibility is as follows:

Fitness Center Team Members – Department Head and General Manager: Family Membership for the club membership level where the team member works.

Fitness Center Team Members – All Other Club Team Members: Single Membership for the membership level where the team member works.

Corporate Team Members: Family Platinum Membership.

Team Members complete their new hire paperwork and membership agreement on or before their first day of employment. The membership will terminate at the end of employment. If a Team Member worked for Life Time Fitness, Inc. for at least 90 days and voluntarily terminates his/her employment, s/he will have the option of continuing the membership without paying the current enrollment fee. If a Team Member terminates employment prior to having worked at least 90 days, s/he will pay the enrollment fee to continue the membership. If the membership is continued, the dues charged will be converted to the regular current monthly membership dues.

Workouts: Life Time Fitness, Inc. encourages all Team Members to live a healthy life style by maintaining a consistent workout schedule.

Discounts

Life Time Fitness is pleased to offer our full and part-time Team Members discounts in our fitness clubs on many products and services. Along with our complimentary membership, Team Members are eligible for generous discounts on Personal Training, and purchases in LifeCafe and LifeSpa retail products and services.

Personal Training: Team Members receive a 25% discount on participating one-on-one personal training and one-on-one nutritional coaching.

LifeSpa: Team Members receive a 25% discount on services such as massage, nail services and hair services, and a 15% discount on retail products sold with the LifeSpa.

LifeCafe: Team Members receive a 25% discount on all LTF branded products, smoothies, coffee, and freshly prepared menu items in the LifeCafe. The 25% discount does not apply to specials or already discounted items.

Nutritional Products: Team Members receive a 25% discount on single orders and 50% discount on autoship orders through the Life Time Fitness website with their team member number and last four digits of their Social Security number.

Discounts are offered to current Team Members only. Team Member ID or valid membership card must be presented at the time of purchase.

Workers' Compensation Insurance

Life Time Fitness, Inc. insures all Team Members against work-related injuries occurring on the job, in accordance with local Workers' Compensation Law within the state of employment. Coverage begins on date of employment and covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Team Members must report all accidents immediately to their supervisor or manager and the supervisor or manager must notify Human Resources within 24 hours. If the immediate supervisor or manager is not available, the Team Member should notify the manager on duty or Human Resources. No matter how minor an on-the-job injury may appear, it is important that it is reported immediately and an Incident Report form is filled out. This procedure will enable an eligible Team Member to qualify for coverage in a timely manner.

Family Medical Leave Act (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) provides eligible Team Members up to 12 weeks of unpaid leave during a rolling twelve month period. Leave may be granted for any of the following reasons:

- To care for the Team Member's child after birth or placement for adoption or foster care;
- To care for an Team Member's spouse, child, or parent with a serious health condition; or
- The Team Member's own serious health condition that makes the Team Member unable to perform the functions of the job.

Leaves covered by this policy will be referred to as FMLA leave. Any leave taken by an eligible Team Member for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in all applicable records.

Eligibility: To be eligible, Team Members must have been employed for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately before the commencement of the leave.

Duration: FMLA leave may last for up to 12 weeks during any rolling 12-month period. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the Team Member may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of 12 weeks during the rolling 12-month period. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only by prior arrangement with the Company.

A Team Member and spouse both working for the Company who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

Covered Health Conditions: In accordance with the FMLA, a "serious health condition" means one of the following conditions affecting the Team Member or the Team Member's child, spouse, or parent:

- An illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical-care facility;
- Any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (e.g. doctor, dentist, clinical psychologist);
- Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- Pre- and post-natal care.

Leave Arrangements: Team Members submit a leave request to their immediate supervisor or manager, who will forward it to Human Resources.

In instances where leave is foreseeable, Team Members must provide 30 calendar days advance notice of the leave request. In cases of planned medical treatment, the Team Member should consult with the immediate supervisor or manager in an attempt to schedule the leave so as not to disrupt unduly the Company's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the Team Member learns of the need for the leave.

Where the leave is for the serious medical condition of the Team Member or the Team Member's spouse, child, or parent, the Team Member must submit a medical certification

form supporting the need for the leave. This form will be provided by the Human Resources department and will be filled in by the Team Member's health care provider. In certain instances, a second or third medical certification may be required at the expense of Life Time Fitness, Inc.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, Life Time Fitness, Inc. may require a Team Member to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the Team Member is qualified and which better accommodates recurring periods of leave than does the Team Member's regular position.

Pay During Leave: Except as provided in this paragraph, all FMLA days are without pay. However, a Team Member may concurrently use accrued PTO or eligible Short Term Disability coverage for any covered FMLA leave.

Benefits during Leave: The Company will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the Team Member had continued to work. Team Members will be advised by the Human Resources department about the amount and method of payment of their portion of the health insurance premium.

In the event a Team Member does not return from a covered FMLA leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the Team Member, Life Time Fitness, Inc. may recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the Team Member, if any, or by otherwise seeking recovery of the premium through the legal process.

Other benefits, such as life and disability insurance, shall remain in effect during the covered FMLA leave upon timely payment of the full premium by the Team Member as specified by the Human Resources department.

Communication By Team Members During the Leave: Team Members should report periodically on their status and intent to return to work. Open communication during an extended period leave of absence will assist Life Time Fitness, Inc. to prepare for coverage of the Team Member's work while away and preparation upon notification of a Team Member's return to work.

Reinstatement Following Leave: Team Members who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Coordination with other Statutes: The FMLA does not supersede any provision of state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

Military Leave

Life Time Fitness, Inc. is proud to support those Team Members who are members of the armed forces or military reserves. Team Members may be granted unpaid leave in order to comply with required reservist activities.

Such leaves will be granted in accordance with applicable laws and regulations of the United States, and such laws and regulations will control such matters as re-employment or continuation of benefits.

Bereavement Leave

Full-time Team Members are eligible for up to three (3) days paid leave in the event of death of an immediate family member:

Spouse or Domestic Partner	Grandparent	Father-in-law
Parent or Stepparent	Brother	Sister
Child or Stepchild	Grandchild	Mother-in-law

The Team Member should notify his or her supervisor or manager as soon as possible about the amount of time the Team Member will be absent from work. Proper documentation is required upon return.

Note: Leave for attendance at a funeral of a non-immediate family member or person with an especially close relationship may be granted without pay or with use of PTO upon determination of the supervisor or manager.

Jury Duty

Time off for mandatory jury duty or court appearances required by law is excused. Mandatory jury duty is paid at full salary for full-time Team Members for up to four weeks, after which time the leave will be unpaid. Time off for part-time Team Members is excused and unpaid. For all absences due to jury duty and/or mandatory court appearances, Team Members must provide proof of the reason for the absence to their supervisor or manager.

Team Members must provide a copy of the summons, subpoena, or prosecutor's request to their supervisor in order to be eligible for time off under this policy.

To the extent that state or local laws differ from what is described above, Life Time Fitness, Inc. will comply with all applicable state and local laws regarding time off for jury duty or other court appearances in the state in which the Team Member is employed.

Voting

Life Time Fitness, Inc. encourages all Team Members to vote. Team Members will be permitted to vote in compliance with all state and local laws in the state in which the Team Member is employed.

Health Insurance (Medical, Dental, Prescription Coverage)

Life Time Fitness, Inc. is proud to provide medical, dental and prescription insurance to eligible full-time and part-time Team Members and their dependents.

Eligible Team Members may participate in the applicable health insurance plans subject to all terms and conditions of the agreements between the Company and the health insurance companies. If elected, coverage begins on the first of the month following 90 days of employment. **Note:** If a Team Member does not enroll in the health insurance plans within 90 days of employment, then they must wait for that plan's next open enrollment date to begin coverage.

Team Members contribute bi-monthly premiums via payroll deduction from their wages or salary.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify a Team Member or their beneficiaries for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Since health insurance is a very complex benefit, Team Members should consult the appropriate plan summary document or contact the Benefits Manager for plan or coverage questions.

For more information on Life Time Fitness benefits, please visit www.LTFbenefits.com.

Continuation of Benefits (COBRA)

COBRA allows Team Members and their qualified beneficiaries the opportunity to continue insurance coverage under the Company's plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death; a reduction in hours or a leave of absence; divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the Team Member or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. Life Time Fitness, Inc. provides each eligible Team Member with a written notice describing rights granted under COBRA when the Team Member becomes eligible for coverage under the Company's insurance plan. The notice contains important information about the Team Member's rights and obligations.

Employee Assistance Program (EAP)

Life Time Fitness, Inc. is pleased to provide Lifeworks, a Team Member Assistance Program, to our Team Members and eligible dependents. Lifeworks provides information, advice and personal support from caring consultants on a plethora of topics.

This confidential service is available 24 hours a day, seven days a week and 365 days a year to Team Members, their families and eligible dependents to address questions, provide answers and offer assistance on many useful topics.

A few of the available services include:

- Confidential consultation by telephone or face-to-face; Personal support; Referrals to community resources;
- On-line articles, newsletters, workshops and self-assessment tools; Free booklets and audio recordings;
- Dedicated service center for all Spanish-speaking Team Members; and Teletypewriter/Telecommunications Device for the Deaf (TTY/TDD) access and/or simultaneous translation into over 140 languages.

The service is confidential and easily accessible via toll-free telephone number at:

1-888-267-8126 or at www.lifeworks.com
Username: lifetime
Password: fitness

Short-Term Disability Insurance

Life Time Fitness, Inc. provides the option to purchase short-term disability (STD) benefits coverage to eligible Team Members who are unable to work because of a qualifying disability due to an injury or illness.

Eligible Team Members may participate in the STD plan subject to all terms and conditions of the agreement between Life Time Fitness, Inc. and the disability insurance carrier. If elected, coverage begins on the first of the month following 90 days of employment.

For details of the STD benefits plan including plan costs, options, benefit amounts, when they are payable, limitations, restrictions, and other exclusions, see the plan document provided to all eligible Team Members. Contact your Benefits Manager for more information.

Long-Term Disability Insurance

Life Time Fitness, Inc. provides the option to purchase long-term disability (LTD) benefits coverage to help eligible Team Members cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for Team Members who are disabled and unable to work.

Eligible Team Members may participate in the LTD plan subject to all terms and conditions of the agreement between Life Time Fitness, Inc. and the LTD insurance Company. If elected, coverage begins on the first of the month following 90 days of employment.

Details of the LTD benefits plan including benefit amounts, limitations, and restrictions are described in the plan document provided to eligible Team Members. Contact your Benefits Manager for more information.

Life Insurance

Life insurance offers you and your family important financial protection from the losses associated with an untimely death. Life Time Fitness, Inc. provides \$50,000 life insurance at no cost for eligible full-time Team Members. If elected, coverage begins on the first of the month following 90 days of employment.

Eligible full-time Team Members may purchase additional Voluntary Life Insurance coverage for themselves and eligible dependents. Contact the Benefits Manager for more information.

Eligible Team Members may participate in the life insurance plans subject to all terms and conditions of the agreement between Life Time Fitness, Inc. and the life insurance company. Contact your Benefits Manager for more information.

Medical and Childcare Flexible Spending Accounts

Life Time Fitness, Inc. offers Flexible Spending Accounts (FSA), which enables eligible full-time Team Members to set aside a portion of their annual salary to pay qualified non-reimbursed medical expenses and qualified dependent care expenses incurred during the year before taxes are calculated. If elected, coverage begins on the first of the month following 90 days of employment.

The FSA is a fringe benefit authorized by the Internal Revenue Code and regulated by the Internal Revenue Service (IRS). IRS regulations define which expenses qualify for reimbursement under this plan. Nothing in this policy imposes or limits requirements, which may be otherwise imposed by law. Tax law changes may affect this program.

Team Members can participate in the FSA by electing to set aside part of their pay on a before-tax basis if this election has been made at the end of a plan year for the following plan year. Two FSA plans are available: Health Care Spending Account and Dependent Childcare Spending Account.

The Health Care Spending Account pays certain qualified medical, dental, prescription, vision, and hearing care expenses not covered by our insurance plans for eligible Team Members or their eligible dependents. IRS Publication 502 identifies qualifying medical expenses. The contributions may not exceed \$2,500 per plan year.

A Dependent Care Spending Account reimburses the Team Members for dependent care at a licensed facility, services from unrelated individuals, care at dependent care centers and other qualified dependent care expenses. The contributions may not exceed \$5,000 per plan year.

The funds a Team Member sets aside for the FSA Program will be subtracted from the gross pay before income and Social Security taxes are calculated, thus reducing taxable income.

The FSA is regulated by the IRS, which requires that non-reimbursed dollars be forfeited. Therefore, participants should carefully estimate their contribution to each of these spending accounts. Any unused funds the Team Member has not withdrawn to pay for eligible expenses will be forfeited at the end of each plan year. The Team Member will have 90 days after year-end to submit claims with dates of service in the prior year.

Money cannot be transferred between the Health Care Spending Account and the Dependent Care Spending Account.

Contact the Benefits Manager for more information.

401(k) Retirement Savings

Life Time Fitness, Inc. is pleased to offer qualified Team Members voluntary participation in 401(k) Retirement Savings.

A Team Member is eligible to join the plan if he/she:

- Is an active, fulltime Team Member;
- Is at least 21 years of age;
- Has completed six months of service with the Company; and
- Is not a non-resident alien.

Once a Team Member meets eligibility requirements, he/she may enter the plan on the first day of the following month. Team Members may contribute up to 100% of their salary up to the maximum yearly limit allowed by current IRS regulations. Contributions may be discontinued at any time and contribution amounts may be changed monthly. Team Members are immediately 100% vested in their elected contributions and may never forfeit these contributions.

Life Time Fitness, Inc. may make a discretionary match of Team Member contributions at the end of each plan year. Team Members are vested in Life Time Fitness, Inc. discretionary contributions based upon years of vesting service in which Team Members worked at least 1,000 hours and vesting begins on date of hire. Team Members may obtain vesting schedules from Human Resources. Contact your Benefits Manager for more information.

Employee Stock Purchase Plan (ESPP)

Team members of Life Time Fitness have an opportunity to purchase Company Stock shares so they are able to participate in the future success of Life Time Fitness. There are semiannual offering periods for employees to purchase Company Stock under this Plan; (a) beginning on July 1 and ending December 31, and (b) January 1 and ending June 30. During these periods the amounts a team member contributes will be used to purchase shares at the end of the periods at a discounted price. Please refer to the Stock Purchase Plan document for more information.

Nursing

Life Time Fitness supports a woman's right to breastfeed her baby for as long as she wants and will take positive and supportive measures to assist team members who are returning to work and breastfeeding.

- Life Time Fitness will allow appropriate flexibility in working hours, including regular breaks for team members who wish to breastfeed or express milk.
- Provide an adequate location for the expression of milk or breastfeeding. Specifically, Life Time Fitness will make reasonable efforts to provide a room or other location in close proximity to work areas, other than a restroom, where a team member can breastfeed or express milk in privacy.
- To make use of this accommodation, team members must notify their supervisor that they are breastfeeding.

PAYROLL

Timekeeping

Accurate record keeping of time worked is the responsibility of every Life Time Fitness, Inc. Team Member. Federal and state laws require an accurate record of time worked by hourly and commissioned Team Members in order to appropriately calculate pay and benefits. Time worked is all the time actually spent on the job performing assigned duties, as well as any paid breaks as required by state or local law of the location in which the Team Member is employed.

Hourly and commissioned Team Members must accurately record the time they begin and end their work by punching in and out on the appropriate time clock. They must also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, recording another Team Member's time record or other fraudulent payroll related submissions result in disciplinary action, up to and including termination.

Team Members are responsible to ensure the accuracy of all time recorded and must immediately notify their supervisor or manager if corrections or modifications need to be made to their time record.

Overtime should not be performed unless it is pre-approved by a department head or manager.

Payday

Team Members are paid 24 times annually on the 9th and 24th of each month. Our workweek for payroll calculation is Sunday through Saturday. The paycheck issued for the 9th is pay for the 16th through the end of each month and the paycheck issued for the 24th is pay for the 1st through the 15th of each month.

For paydays that fall on a Saturday, paychecks will be distributed on the Friday prior to the payday. For paydays that fall on a Sunday, paychecks will be distributed on the Monday after the payday. If a Company holiday falls on the 9th or 24th, Team Members will receive their payroll check on the last workday prior to the holiday.

Team members direct all questions regarding their paychecks to their direct supervisor or general manager. The supervisor or general manager will contact the payroll department to resolve the situation.

Direct Deposit

Life Time Fitness, Inc. is pleased to offer and highly encourages direct deposit for all Team Members. Direct deposit is a time saving, convenient option that allows Electronic Funds Transfer into a checking or savings account of choice. Team Members still receive a printed statement of earnings on each payday.

To enroll, Team Members should complete a Direct Deposit Application and attach a voided check or deposit slip and submit it to their supervisor or manager to forward to Payroll. Direct deposit will become active on the second payday following receipt of the Direct Deposit Application to allow time for processing and account verification.

Pay Deductions

Certain state and federal laws require that Life Time Fitness, Inc. make deductions from every Team Member's compensation. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes from each Team Member's earnings. Life Time Fitness, Inc. matches the amount of Social Security taxes paid by each Team Member.

If you have questions concerning why deductions were made from your paycheck or how they were calculated contact your supervisor or Payroll Representative.

EMPLOYMENT PRACTICES

Drug, Alcohol & Tobacco Policy

Life Time Fitness, Inc. is a "Healthy Way of Life" company that is committed to the relationship among exercise, education and nutrition - illegal drug use, the use of tobacco, and abuse of alcohol have no part in this triangle. To carry out the Life Time

Fitness, Inc. mission, we need alert, qualified team members who have the stamina and presence of mind to deliver an outstanding member experience.

All team members must be free of any involvement with alcohol and/or drugs that adversely affect the workplace or work environment by breaking down team members' alertness, stamina and sharpness. Life Time Fitness, Inc. recognizes that the abuse of drugs and/or alcohol jeopardizes the safety our team members, members, and guests, and is detrimental to the success of our business.

In accordance with our mission to promote a healthy way of life, smoking or use of any tobacco product is not allowed on any of our premises at any time. In addition, the sale, possession, promotion, or personal use of anabolic steroids or any other illegal growth-enhancing substance, at any time, is strictly prohibited. These policies are for the health and safety of all team members and club members. Your cooperation is required, as these policies must be rigidly enforced to comply with our mission as well as health and safety requirements.

Upon completion of new hire paperwork, team members are asked to acknowledge in writing that they have received and read the Drug and Alcohol Policy. By signing, the team member gives consent to testing and acknowledges that refusal to submit to Policy requirements, including testing, will result in disciplinary action, up to and including termination. A team member has the right to refuse testing when the Life Time Fitness, Inc. Policy requires it. However, if a team member refuses, the team member will be terminated.

Questions regarding this notice should be addressed to your supervisor or the Human Resources department.

CPR/AED Certification

Applicable Team Members are required to hold a CPR/AED certification and maintain current certification at all times. Failure to maintain appropriate certification may result in unpaid suspension of your employment until you obtain the required certification or other discipline up to and including termination of employment.

Re-employment

Applications received from former Team Members will be processed using the same procedures and standards that govern all direct applications. The hiring supervisor or manager will then review the former Team Member's performance records and the circumstances surrounding termination of previous employment with the Company. Ultimately, the hiring manager's goal is to select the applicant that is most qualified for the position.

Team Members who are re-employed by the Company after termination will lose their original anniversary date and seniority for all purposes and be assigned a new hire date corresponding to their first day on the job after re-employment. This policy shall not apply to layoffs or to a Team Member who was erroneously terminated for cause and later reinstated.

Employment of Relatives or Domestic Partners

A relative or domestic partner is defined as any person related to another Team Member by blood, marriage, adoption, romantic relationship or domestic partnership.

Life Time Fitness reserves the right to take prompt action, including reassignment or termination of employment, when a personal relationship creates an actual or potential conflict of interest or when the relationship may affect employment decisions.

Life Time Fitness prohibits relatives or domestic partners to occupy positions with a direct reporting relationship. Department head, supervisory level and above team members are prohibited from employing relatives or domestic partners within their club.

Frontline Team members working with a relative or domestic partner should not occupy roles in the same department.

When the Company is informed or otherwise becomes aware of team members work with a relative/domestic partner relationship, it may take action, including, but not limited to, transferring or reassigning one or both team members to different positions and/or locations. This may include transferring a supervisory team member to another supervisory role and/or an individual contributor/non-supervisory position.

Team Member Dating Policy

Personal relationship is defined as a relationship between individuals who have (or have had) a continuing relationship of a romantic or intimate nature.

Life Time Fitness reserves the right to take prompt action, including reassignment or termination of employment, when a personal relationship creates an actual or potential conflict of interest or when the relationship may affect employment decisions.

Life Time Fitness prohibits sexual or romantic relationships between team members who occupy positions with a direct reporting relationship. Department head, supervisory level and above team members are prohibited from having a romantic relationship with a team member who is employed in the same club.

Frontline Team members involved in a romantic relationship should not occupy roles in the same department.

Executive management team members are prohibited from having a romantic relationship with any Life Time Fitness team member.

Any team member acting in a supervisory or above capacity who enters into a romantic relationship with a team member within the same club must promptly inform Human Resources. Likewise, any non-supervisory level team members entering into a romantic relationship have the responsibility to inform their manager. Failure to do so may result in disciplinary action, up to and including termination of employment.

When the Company is informed or otherwise becomes aware of team members in a personal relationship, it may take action, including, but not limited to, transferring or reassigning one or both team members to different positions and/or locations. This may include transferring a supervisory team member to another supervisory role and/or an individual contributor/non-supervisory position.

Training

All Team Members will participate in a combination of ongoing Life Time University (LTU) classroom, on-line, and on the job training during their employment with Life Time Fitness. Department Heads will oversee their Team Members' LTU class schedule and monitor all training to ensure compliance and completion. Department Heads are responsible for ensuring all Team Members complete required courses and maintain applicable certifications throughout their employment with Life Time Fitness.

Transfers

When a Team Member accepts a position at Life Time Fitness, Inc., we require them to remain in the accepted position for a period of one year before considering a move to another position within the Company. This acknowledges both the time it takes for a Team Member to become acclimated to a new role and the cost and time associated with advertising open positions and associated Team Member training. All transfers are subject to the approval of the Supervisor or Manager and Human Resources.

If a Team Member has been in a position for at least one year and wishes to transfer, the Team Member should contact his or her supervisor or manager for available positions and review the position descriptions to ensure that the Team Member will meet the required job skills and education. Under certain circumstances, Human Resources has authority to make exceptions based upon company need or individual department necessity.

Code of Business Conduct and Ethics

Life Time Fitness has a Code of Business Conduct and Ethics that provides a broad background on a wide range of business practices and procedures that ensure all Team Members, agents, independent contractors, and other representatives of Life Time Fitness and all its affiliates and subsidiaries have a clear understanding of the Company's commitment to a set of ethical standards. The Code can be found in its entirety on Life Time Fitness' web site: go to "Investor Relations", and choose "corporate governance."

Outside Employment

Life Time Fitness, Inc. respects the rights of Team Members to conduct their personal business and, in certain circumstances, the need for outside employment to meet financial obligations, but the Company retains the right to review and evaluate each situation on an individual basis.

Handling & Safeguarding Personal Information

Life Time requires that team members use appropriate safeguards to secure personal information, and prevent its unauthorized use or disclosure in compliance with state and federal law.

Our team members may complete or process documents containing information that personally identifies members, team members, guests and vendors. Personal information includes names, addresses, phone numbers, dates of birth, electronic signatures, drivers license numbers or other identification (such as employer, student, military or state identification cards), social security numbers, birth certificates, credit and debit card numbers, bank account numbers, background check information, health or medical information, health insurance information, and incident reports. Personal information that is particularly sensitive is a person's name in combination with a social security number, driver's license, or credit, debit or bank account number.

Team members in each department may handle personal information on documents they use in the course of their work, whether in their daily responsibilities or when cleaning or reorganizing their files or areas. Team Members must take special care to ensure the information is properly maintained while in use and properly discarded after the business need has ended. Please refer to the Safeguarding policy for full details and requirements.

Information Security Awareness

Each employee, contractor, or vendor is responsible for upholding and abiding by the security policies of Life Time Fitness. Any violation of security policy must be reported immediately to the Team Member Hotline (888-475-4211). Note the time and specific details of any potential incident. Technical requests may be submitted through IT Support (itsupport@lifetimefitness.com - 888-848-7070).

1. Password and Login Security
 - 1.1. Never share any login, password or personal identification number (PIN). You are responsible for activity that occurs under your login ID. Legitimate support personnel such as IT Support have the ability to reset your password when providing assistance and should never need to know your current password.
 - 1.2. Choose strong passwords at least 8 characters long that combine uppercase and lowercase letters with numbers and punctuation such as exclamation marks.
 - 1.3. Do not use the same login IDs and passwords for your work access and personal accounts you may use on the Internet. Theft of one may lead to theft of the other.
2. E-Mail and Internet Security
 - 2.1. Do not open email attachments from unknown parties or that have an unknown purpose. Do not forward the suspect attachment to others.
 - 2.2. Do not send internal confidential company information over insecure services such as internet email, instant messaging, Twitter, Facebook, or blog posts.
 - 2.3. All team member internet access is monitored and filtered based on employee position. HR must review/approve changes in access levels.
 - 2.4. Do not click on internet links provided in advertising email. This is a common scam called "phishing". Always go directly to any banking or web application sites you may use. Do not respond to unsolicited email requests to reset or verify your account information for internet sites.
3. Computer and Data Security
 - 3.1. Only authorized software is allowed on Life Time's computing assets. Unauthorized software will be removed. New software requests must be submitted to IT Support for review and approval by MIS.
 - 3.2. Personally owned computers or software programs are not allowed on Life Time Fitness' company network.
 - 3.3. Laptops and other mobile computing devices such as smart phones must be secured at all times – especially while travelling. Report lost or stolen equipment immediately to your manager.
 - 3.4. All Life Time Fitness issued computer equipment must be returned to your manager or HR representative upon termination of employment. Managers must return the equipment to IT for backup of critical files.
 - 3.5. Do not store company data on unauthorized storage devices or internet services. Official company usage of internet file storage services requires a contract reviewed and approved by Legal.

- 3.6. Use appropriate network share to store company data. Do not leave important company data stored on your computer's hard drive. Consult Corporate Communications & MIS for resources to share files.
4. Physical Security
 - 4.1. Access to the computer, network equipment and sensitive paper files in Life Time Fitness facilities is restricted to authorized personnel only. Corporate employees and contractors must wear a Life Time Fitness issued identification badge at all times. Visitors must sign in at the front desk and wear a visitor badge. Badges must be visible.

Accuracy of Company Records

Life Time Fitness prohibits dishonest or fraudulent conduct, including specifically falsification of company records. Life Time Fitness requires honest, accurate and verifiable recording and reporting of information and data entries.

Team Members may not enter false, inaccurate, or incorrect information in our company systems or on company forms. Team Members must always accurately and correctly record personal information about our members, guests, or prospects; financial account numbers and payment authorizations; information that affects individual or corporate performance measures; and any other information called for by or in our company systems, records, agreements or forms.

Recording false, inaccurate or incorrect information or data is grounds for discipline, up to and including termination.

Electronic Communications & Use of LTF Technology

Life Time provides information-technology systems and equipment to team members for the purpose of conducting business, including but not limited to desktop and laptop computers, POS systems, mobile devices, and/or other computing equipment, which may afford access to Life Time's proprietary programs, platforms, websites, internal and external applications, and systems including its computer equipment, Company email, Member Management System, Salesforce, LTU Online, LTPulse and myLT.com (collectively, "Life Time Technology"). Because it often allows electronic communications within and outside Life Time Fitness, you must take special care when using Life Time Technology.

Life Time Technology, including systems and equipment are its property, including but not limited to any data created, stored, sent or received using such systems or equipment and any usernames or passwords necessary to access such systems or equipment. Life Time may access, monitor, review, retrieve, retain and/or disclose certain contents of any and all data created, accessed, sent, received, stored or transmitted by you through and/or on Life Time Technology, including all electronic communications whether personal or work-related. By using Life Time Technology you specifically consent to such monitoring and access and further agree to follow the terms of use for various Life Time Technology and all other Life Time policies while using Life Time Technology. You should be aware that although you have individual passwords to access certain parts of Life Time Technology, those passwords belong to Life Time and all parts are accessible by management. You should never share any login, password or other personal identification number (PIN). Your use of Life Time Technology publicly reflects on you and Life Time.

Software and Other Applications

You may use software licensed by Life Time on the company network or company computers for business purposes, but you may not copy the software to any other computer or medium, including but not limited to a home computer, without prior express consent from the IT department. You may check with the IT department if you are uncertain of whether an application is approved. Software that has not been approved by the IT department, including free software available for download on the Internet, can be a source of computer viruses or otherwise

detrimentally impact Life Time Technology. If you wish to download or install any type of software onto any Life Time Technology, you must first receive written permission from the IT department. This includes, but is not limited to business software, games, screensavers, media players, and any other type of software or program. You may not use Life Time Technology for any illegal activity, including downloading or distributing pirated software or data.

Telephone Use

Telephone equipment is provided for the purpose of providing service to our members. Therefore, it is necessary to limit your personal calls to an absolute minimum. Personal calls should only be made in cases of absolute necessity or in an emergency. In case non-emergency personal calls must be made, please arrange to make them during your break or lunch period. No long distance personal calls may be made on Life Time phones. In addition, use of your personal mobile phone is not permitted during your shift (and in all areas of the club) except as specifically authorized by Life Time for your job responsibilities.

Recording Devices

Many electronic devices are equipped with recording capabilities, which creates the potential for misuse within the clubs. Given the increasing difficulty in distinguishing a non-recording device from a recording device, we have chosen to implement a policy of restricting use of any mobile device by members and team members within all club locker room and fitness floor areas. Signs are posted at the entrance of the locker room areas. All team members must enforce this policy. Members are entitled to a notification of the policy upon the first instance of violation (unless violation is so egregious as to warrant termination of membership). Subsequent occurrences by the same member may lead to the suspension or forfeiture of membership privileges. Members and approved Team Members may use mobile devices outside of the locker room and fitness floor areas, but no member or Team Member may take photos, video, or voice recordings in any area of our facilities without prior approval from Corporate Communications. Furthermore, Life Time prohibits the recording (photo, video, voice, etc.) of any event, conversation, meeting, interview, or other activity without the prior approval from Corporate Communications and consent from all parties involved. Please see Life Time's SOP regarding Photo and Video Consent and Posting on myLT.com for more information. Team members who violate this policy will be subject to discipline up to and including termination.

Mobile Computing Devices (including phones, laptops, iPads, PDA's)

Use of mobile devices to access certain Life Time Technology, including email and calendar applications, must be approved. All such devices must be approved and registered with the IT department. If any of your mobile devices are lost or stolen, you must immediately report the loss to IT Support. Upon termination of employment, you must bring all mobile devices to the IT department for processing. Life Time reserves the right to wipe all data from a mobile computing device if required to ensure removal of all company data. All mobile devices should be adequately protected by passwords, pins and/or locks.

If you are accessing Life Time confidential data via a mobile computing device, including but not limited to an iPhone, BlackBerry, iPad, netbook, or laptop you must protect such confidential data via a password, pin or pattern. Contact IT Support if you have questions about protecting such data.

If you are using a mobile device in connection with your job duties, you must use that mobile device in a safe manner. Improper and unsafe use of mobile devices, such as transmitting messages while driving, may distract you, result in serious injury or death to yourself or others and may be illegal.

Remote Access

Remote access to internal network resources may be requested via Virtual Private Network (VPN). All VPN access requires approval and secure Life Time equipment configuration. Contact IT Support if you have questions about secure remote access requirements.

Remote access to limited company resources is allowed using web applications, such as Outlook Web Access (OWA), LTPulse, Work Day, and others, from any personal computer. Always select the public computer option when accessing Life Time web applications from any public computer or kiosk, and be sure to log-out of any applications or websites and close the browser window.

Wireless Access

When using a wireless connection to access company data, you must be careful to ensure security of such data. Access to secure Life Time wireless networks is only allowed from secure and approved Life Time computer equipment. Contact IT Support if you have questions about Life Time secure wireless access. Public, unsecured wireless connections should be avoided as these are easier for hackers to glean data from your computing device.

Storage of Company Data

Company data should only be stored on the appropriate network share and should never be stored on your computer or mobile device's hard drive. Certain restricted information such as credit cardholder data, should not be copied, moved, or stored on local hard drives or removable electronic media, unless explicitly authorized for a defined business need. The use of personal removable storage media (flash or USB drive) to store company data should be avoided at all costs. If such removable storage is necessary, only Company approved removable storage devices should be used.

Termination of Employment

Upon termination of employment, you must return all Life Time assets, including electronic equipment and files containing company data, to your manager. If you have used a mobile or handheld computing device to access company email and calendar applications, you must turn-in such device to be processed, which may include back-up of necessary information and deletion of company information. Life Time reserves the right to wipe all data from a mobile computing device if required to ensure removal of all company data.

Electronic Communications, Internet Use and Social Media

Your use of Life Time Technology publicly reflects on you and Life Time, and requires heightened awareness of your activities online. Your use of Life Time Technology, including but not limited to all types of communications transmitted through various electronic media (collectively "electronic communications") to team members, members, vendors, and all others must comply with the following guidelines.

Electronic Communications and Internet Use

As with a letter, fax, memo or other business communication, your email and other electronic communications (whether using personal computing devices or Life Time Technology) including but not limited to posts, blogs, messages, texts, emails, tweets, and other similar content must meet comply with the following:

- Incidental or occasional personal use of email and the internet is permitted, subject to the terms of this policy and so long as it does not disrupt or interfere with work duties. However, you do not, and should not, have an expectation of privacy or confidentiality in your use of Life Time Technology, including but not limited to email, instant messages, web-browsing, text messages, downloading, or other access. Access to the internet is monitored and filtered and any changes must be approved by IT and HR.
- You may not transmit, copy or print any information that is confidential, proprietary, privileged or constitutes trade secrets, copyrighted material or other intellectual property of Life Time except as approved by your manager for legitimate business purposes. Such information includes but is not limited to Life

Time's member, team member or organizational information; its logos, images, or slogans; its business presentations, strategies and policies; and its software programs. If you are transmitting any confidential, proprietary, copyrighted, privileged or trade secrets or intellectual property information, you should clearly designate it as such in your communication.

- You may not transmit any communications that are commercial or promotional (outside of those communications that are a part of your job duties), religious, sexual, or political in nature when acting on behalf of Life Time.
- You may not use information technology systems or equipment for activities that are unlawful, unethical, tortuous or offensive. In particular, you may not transmit any content that is offensive, threatening, profane, obscene, discriminatory, harassing, or otherwise inappropriate or disruptive, including but not limited to transmissions that may offend someone on the basis of racial, ethnic, gender, sexual orientation, religious, national origin, age or other legally-protected attribute.
- You may not use transmit or post defamatory statements regarding Life Time, our team members, members, competitors, or vendors. Doing so will subject you to disciplinary action. This policy is in no way intended to interfere with any rights you may have under the NLRA or other employment laws.
- Do not open email attachments from unknown parties and do not forward suspect attachments or messages to others.
- The Team Member Handbook, Code of Conduct, and Securities Trading and Information Disclosure Policy still apply to your electronic communications and online activity.

Social Media

Life Time understands the importance of social media to our business and The Healthy Way of Life Company brand.

These social media rules are designed to help protect the reputation and credibility of Life Time and our team members who create or contribute to blogs, wikis, social networks, virtual worlds, online stories or other social media, including myLT.com, Facebook, LinkedIn, Twitter, Yammer, Wikipedia, MySpace or any other internet-based application that allows for the creation of user-generated content. They cover three main areas:

- Basic principles for all types of social media
- Special guidelines for professional use of social media on behalf of Life Time
- Special guidelines for personal use of social media

Basic Principles for Social Media

These principles apply to your use of social media in the course of your employment with Life Time as well as your personal or private use to the extent you comment on or associate yourself with Life Time. The rules on electronic communications above also apply to your use of social media.

- Pause before you post. Use common sense and good professional judgment both on and off-duty. Your statements could have an impact on Life Time's

reputation. What you post or publish may be instantly disseminated to a wide audience at the click of a button, and that content may live in cyberspace or stored for a long period of time, if not indefinitely.

- Be accurate, honest and genuine when making statements about Life Time and its products and services. A conversational, personal tone often works best, similar to how you'd speak. If you make a mistake, or someone questions a statement or claim you make, it's your responsibility to investigate it. If appropriate, you should quickly correct any mistakes or provide any necessary clarifications.
- Deceptive, misleading, or unsubstantiated claims about Life Time's products, services, or business practices or a competitor's products, services, or business practices will not be tolerated.
- Don't publicly disclose any confidential, proprietary or sensitive information regarding Life Time, team members, financial information, members, vendors, contractors, suppliers, competitors or others. Don't comment on our legal matters, stock price, financial performance, competitors, strategy or rumors unless you're specifically authorized to do so. Because Life Time is a publicly-held company, it's critical that you avoid these topics unless otherwise authorized by a company spokesperson.
- Be transparent. If you're writing about Life Time or our industry, use your real name (not a pseudonym), disclose that you work for Life Time, and reaffirm your status as a Life Time team member each time you post, blog, tweet, etc.
- Respect others in your posts and discussions. Social media networks and online communications shouldn't be used to attack or disparage Life Time, fellow team members, members, vendors, contractors, suppliers, competitors or others.
- Be sensible. Don't make posts or comments that may be considered defamatory, obscene, libelous, threatening, harassing or embarrassing to others.
- Disagree with another's opinion? Keep your response appropriate and polite. If you find yourself in a situation that threatens to become antagonistic, refrain from becoming overly defensive. Do not disengage from the conversation abruptly, but rather sign off from the dialogue in a polite manner and seek the advice of Life Time's Community Engagement/Social Media Manager.
- Refer all media and press inquiries to Corporate Communications. Social media networks, blogs and other types of online content often generate press and media attention. If members of the media, including journalists or bloggers, contact you about a statement that you made, please refer them to an appropriate Corporate Communications representative unless you've been specifically authorized to respond or speak on behalf of Life Time.
- Obtain any necessary permission(s) before you refer to (or post images of) current or former team members, members, vendors or suppliers by name. Additionally, obtain appropriate permission to use a third party's copyrighted

material, trademarks, service marks or other intellectual property and use such in the manner approved by the third party.

- Minimize security risks. Social media sites and accounts can attract hackers and present risks to corporate networks as well as your personal computer or mobile device. A compromised account can also cause disclosure concerns for our company. To minimize these risks, use a password for social media accounts that isn't easy to guess. Monitor your social media accounts periodically if you don't actively use them. Also, be mindful that social media sites sometimes are used to distribute malicious software or code, or "malware." If you think a link sent to you might be malware, don't click on it, as it could result in software or code being downloaded or installed on your own computer and/or Life Time networks. Contact the IT Support immediately if you believe your computer or any account has been compromised in any way.

Personal Use of Non-Life Time Social Media

Social media use shouldn't interfere with your responsibilities at Life Time. Life Time Technology is to be used primarily for business purposes. While incidental personal use of our systems at work may be acceptable under certain circumstances, excessive use of our computer systems for social media networks, personal blogging or creating other types of online content could result in the company limiting your ability to engage in these activities during work time and/or taking disciplinary action.

When engaging in personal use of social media, you must distinguish your views from the views of Life Time through the use of a disclaimer such as: "The views and opinions expressed on this personal (page, blog, vlog, wiki, podcast, video, twitter page, etc.) are my own and do not necessarily reflect those of Life Time. This disclaimer must be used on any personal blogs within myLT.com.

Don't use Life Time marks or other intellectual property, including but not limited to any of our business logos on personal blogs, websites or other types of personal online content.

Business Use of Life Time-Sponsored or Life Time-Sanctioned Third-Party Social Media

Obtain permission for official company use of social media. If you're interested in starting an official external Life Time sponsored blog, website, podcast, account, page, group, etc. related to our business, products or services, send a written request to Life Time's Community Engagement/Social Media representative.

Always read and comply with the terms of use and privacy policies of internal and third-party providers. Be sure to note any restrictions on use for a commercial or business purpose.

Any promotions, sweepstakes and contests run on, within, or promoted through social media need to be reviewed and approved by the Legal department not unlike our non-social media promotions.

Remember that you're representing the company in your posts and content. You must disclose your relationship to Life Time, so that readers or viewers of your posted content know that you are a team member. You should also refrain from publishing anything misleading or inconsistent with the Life Time brand or business.

Don't delete a comment just because you disagree with the commenter's point of view. Comments are an important part of the conversation we have on our blogs, and people will disagree with you. However, you can and should monitor user-generated content on our blogs and you may delete any comments that are clearly offensive, are obviously spam with links to irrelevant blogs or websites, or are completely unrelated to the topic of the post.

Use Life Time's intellectual property in accordance with company guidelines which include designating the mark properly. Proper protection of our intellectual property, including Life Time marks and copyrighted material is critical to our business and The Healthy Way of Life Company brand.

LTPulse

LTPulse, Life Time's Team Member intranet, is a vehicle to connect team members to information and people in a more effective and efficient way. While LTPulse can be accessed from any internet location, it is a secured site intended only for the eyes of Life Time team members. The Team Member Handbook and Code of Conduct apply to your activities on LTPulse as do the [LTPulse User Guidelines](#) and [Terms of Use](#).

When using LTPulse, please remember the following:

- If you find yourself questioning if you should be doing something on LTPulse, it is probably something you shouldn't be doing. Be mindful of personal information you share about yourself or other Team Members and members.
- Before you upload content to LTPulse, do a quick search to make sure it is not already there. To preserve document integrity and to ensure all content is up to date, duplicate documents are not allowed. Don't upload a policy or official document unless you are the owner and would be the one to update it.

Life Time reserves the right to change or depart from this Policy at any time, with or without notice. Please note that any violation of this policy may result in disciplinary action up to and including termination and/or legal action as warranted. Team members should report any misuse of Life Time Technology or violations of this policy to their manager or the Human Resources Department.

Solicitation, Distribution, and Posting Policy

Life Time Fitness prohibits the solicitation, distribution and posting of materials on or at any of our Premises or events by any team member or non-team member, except as may be expressly permitted below or as approved by Human Resources and/or Corporate Communications. Specifically, the following restrictions are in place:

- Life Time Fitness does not permit individuals or third-party organizations (e.g. political candidates, political campaign organizations or non-profit groups) to solicit donations, distribute literature, sell merchandise, or hold events on or at our Premises or events;
- Non-team members may not solicit team members or distribute literature of any kind on or at our Premises or events;
- Team members may not solicit other team members, members, guests, or vendors except as authorized in connection with an approved or sponsored event;

- Team members and former team members may not solicit other current team members for purposes of outside employment, obtaining confidential Life Time Fitness business information, Life Time Fitness proprietary information (including customer lists and member information), employment information (including phone numbers and addresses of current team members), etc.
- Team members may not use Life Time Fitness e-mail system to distribute internal or external solicitations, except as authorized in connection with an approved or sponsored event;
- Team members may not distribute literature of any kind on or at our premises or events, except as authorized in connection with an approved or sponsored event;
- The posting of materials or electronic announcements are permitted only with the approval of Human Resources and/or Corporate Communications;
- Team members may not admit non-team members, to Life Time Fitness Premises and work areas without management approval and any authorized visits shall not disrupt business activities; and
- Life Time Fitness restricts the use of our Premises to only business use.

The solicitation, distribution, and posting policy extends to all team members even after their employment with Life Time Fitness ends. Violations of the above must be reported to Human Resources.

Advertising

Life Time Fitness will avoid any misstatement of fact or misleading impression in any of its advertising, literature or other public statements. Any omission of fact, wrongful emphasis or use of material that would likely mislead the reader must be avoided.

All products and services must be sold on their merits. If Life Time Fitness makes any comparisons against its competitors' products or services, we must be sure that all statements are factual, accurate and not misleading.

Purchasing Used Equipment or Other Company Assets

Life Time allows team members to purchase company assets in certain circumstances, including but not limited to depreciated or discontinued assets such as exercise equipment, club furnishings or fixtures, or construction materials.

When such assets become available for purchase, Life Time management will price the asset for purchase by team members. Team members may purchase assets for personal use only, which includes use by an immediate family member, but not by extended family members. Team members may not purchase assets for resale, such as on Craigslist or eBay. With respect to exercise equipment, team members may purchase only one piece of any type of equipment (e.g., one treadmill) each year at discounted employee pricing.

Team members are wholly responsible for pick up and transport of the asset. All assets are sold "as is, as shown," with no warranty from Life Time. Upon pick up, team members must execute a receipt waiving any claims against Life Time related to their use of the asset.

Please consult Life Time's Purchasing, Foundation or Construction departments, or visit LT Pulse, for more detailed information and guidelines concerning purchasing used equipment or other assets.

Procurement

Our objective is to enter into mutually beneficial supplier relationships to ensure the delivery of products and services necessary for the successful operation of our centers. We encourage providing competitive opportunities for suppliers to earn a share of our purchasing business. We will give fair and impartial consideration to every supplier and potential supplier and will periodically review these suppliers. We generally discourage any supplier contract provision that restricts our freedom of choice in the selection of a product or service or in choosing to do business with another supplier. Any purchase of a product or service and any contract that needs to be signed related to the purchase of such product or service must be forwarded to your club's Procurement Representative. All contracts and agreements must be reviewed by the Legal Department or Procurement Department. Signing and negotiation of contracts related to the purchase of products or services may only be conducted by the Procurement Department, or other persons authorized through the Legal Department.

Environmental Laws

We are concerned with protecting and preserving the environment. We comply with all federal, state and local environmental protection laws and encourage team members to conserve energy and other resources, to reduce the amount of waste that we produce and to participate actively in any recycling efforts.

Health and Safety

As a Healthy Way of Life Company, we want this philosophy to carry over to the workplace. We do this by providing each team member with a complimentary membership and a safe and healthy work environment. We all have the responsibility to maintain a safe and healthy workplace for all of us by complying with all applicable federal, state and local laws and regulations, as well as any safety guidelines established by Life Time Fitness. Team members shall promptly report all safety hazards to their supervisor and, if possible, correct all safety hazards.

We take great measures to ensure that our workplace is a safe and healthy place for team members to work and club members to enjoy our facilities. If you feel that an existing situation is a safety or health hazard, you must notify your supervisor or manager immediately.

Safety hazards may include unidentified chemicals or cleaners, wet floors, equipment left unattended, defective or broken equipment, defective electrical outlets and appliances, etc. Policies and Material Safety Data Sheets ("MSDS") relating to safety are available for review within each department and can be obtained from your club's General Manager.

EMPLOYMENT STATUS AND RECORDS

Classifications

There are three classifications of Life Time Fitness, Inc. Team Members:

Full-Time: A Team Member who works an average 36-hour or more workweek on a regularly scheduled basis.

Part-Time: A Team Member who works less than the normal 36-hour workweek on either a regularly scheduled basis or on an irregular basis.

Temporary: A Team Member hired for a period not exceeding three months. An extension of a temporary work classification for an additional three-month period, or less, may be granted, if upon review by management, the assignment is clearly found to be necessary. A temporary Team Member may be full-time or part-time. In addition to the use of this classification for certain secretarial or clerical positions, it may also apply to students working part-time and those who work during the summer.

All Team Members are classified as exempt or non-exempt according to these definitions:

Exempt: Typically, positions of a managerial, administrative, or professional nature or for outside sales, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.

Non-Exempt: Typically, positions of a technical or service nature, as defined by statute, which are covered by provisions that require overtime payments for workweeks that exceed 40 hours.

Access to Personnel Files

Team Members have a right to review their personnel files and Life Time Fitness permits access to their files based on current federal and state regulations pertaining to the review and confidentiality of personnel records. Upon written request to Human Resources, Team Members will be granted access to their personnel records in compliance with state and local laws in the location in which the Team Member is employed. Team Members will be granted access to their personnel records within seven working days of making the written request. All current Team Members' personnel records are maintained at the Corporate Office. Former Team Members' personnel files may be stored at a secured offsite storage facility.

Background Checks

Life Time Fitness, Inc. strives to provide its Team Members and members with a safe and secure environment and to provide reasonable protection for the financial and material assets of the Company.

As a condition of employment, applicants offered a position and current Team Members applying for a promotion are required to authorize Life Time Fitness, Inc. to conduct a thorough criminal background check. This information is necessary to determine that the applicant or Team Member has the required skills or competencies and has no relevant criminal history or offenses that may jeopardize the safety or welfare of the Company's operations, Team Members or members.

Performance Evaluation and Improvement

The purpose of performance evaluations is to create a plan of action for Team Members by establishing realistic goals and measurements based upon the mission and goals of their department. This is accomplished through discussion of past performance, future goals, recognition of successes and achievements, feedback from peers and coaching

from managers or supervisors. Life Time Fitness, Inc. encourages formal performance evaluation at least once per year for all Team Members. Formal and/or informal feedback may take place whenever necessary to improve performance.

WORKPLACE GUIDELINES

Absenteeism and Tardiness

When Team Members are unable to report to work as scheduled due to a sudden illness or other valid reasons, it is their responsibility to contact their immediate supervisor at least two hours prior to the scheduled start time and find appropriate coverage, as required by their department. If the immediate supervisor is not readily available, contact the manager on duty. A message left with the front desk or a co-worker is not considered notification. If the Team Member does not report to work as scheduled and fails to call in, s/he may be subject to disciplinary action up to and including termination.

Failure to report to work for three (3) consecutive days without properly notifying management may be considered voluntary termination of employment. In certain instances Team Members may also be required to provide medical documentation for absences exceeding three (3) or more days.

All Team Members are required to be on time and prepared to work for their scheduled shifts. If a Team Member knows that s/he will be late, s/he must immediately notify his/her supervisor. Failure to report to work on time may result in disciplinary action, up to and including termination.

Breaks, Meal and Rest Periods

Breaks, Meal and rest periods: Team Members are provided with breaks, meal and rest periods in compliance with all state and local laws of the state in which the Team Member is employed. Rest periods should be of short duration (15 minutes or less). Rest Breaks are paid for as working time and do not require Team Members to punch out. Meal Breaks of 30 minutes or longer are unpaid and require Team Members to punch out.

Breaks for personal reasons: Breaks for personal reasons, such as to work out, to run personal errands, etc. are not considered work time. Team Members should punch out for these breaks. Team Members must punch out any time they leave the facility during their work shift.

Waiting time: Time during which you are on duty waiting for work to be assigned to you or waiting for business (walk-ins, telephone inquiries, etc.) is considered work time. Do not punch out during this time.

Life Time Fitness, Inc. adheres to state and local regulations regarding the number and duration of breaks Team Members may take. Team Members may be placed on specific meal and rest period schedules created by their supervisor. These guidelines are intended to comply with applicable laws, statutes and regulations.

Emergency Closings

At times it may be necessary to declare specific hours or days as an emergency closing due to inclement weather or other emergency conditions.

Some closings may still require that essential personnel report to work. Essential personnel are those Team Members identified by a Life Time Fitness, Inc. management representative who are required to work to keep certain operations going.

Decisions to close will be made only by an authorized Life Time Fitness, Inc. representative.

Style Guides (Dress Code)

As a Life Time Fitness, Inc. Team Member, your appearance on the job is a reflection of our brand, and should reinforce a member experience that is educational, entertaining, friendly and inviting, functional and innovative. In essence, you are the brand.

As ambassadors of our brand, how you convey the “total brand impression” must be reflected in your appearance while at work in our clubs, while at work at our corporate headquarters, while representing Life Time Fitness, Inc. in the community or while traveling on business. Because many of our members and clients recognize you as a member of the Life Time Fitness, Inc. team, it’s paramount that a professional and polished look be standard whether we are working, working out, volunteering or participating in any Life Time Fitness, Inc. related activity.

Team Members should consult with their supervisor or manager and refer to the appropriate Style Guide for office Team Members or Team Members working in our fitness clubs for guidelines outlining appropriate appearance.

GLOSSARY OF DEFINITIONS

Brand: A name, sign or symbol used to differentiate an organization’s service or products from that of competitors.

Code of Conduct: The Code of Business Conduct and Ethics implemented by the Company. The code can be found on the Company’s web site.

Direct Deposit: A system in which Team Member earnings are deposited directly into a Team Member’s checking or savings account via electronic funds transfer.

Electronic Funds Transfer (EFT): Computerized systems that process an exchange of value between two parties.

Team Member Assistance Program: Often referred to as an Employee Assistance Program or EAP, a program designed to help Team Members deal with social problems, such as alcoholism, drug addiction and excessive stress.

Life Time Fitness, Inc.: Refers to Life Time Fitness, Inc., Inc. and its subsidiaries. Synonymous with “Company” and “the Company.”

Mission: The organization’s purpose or fundamental reason for existence.

Team Member: Anyone who works for a wage or salary and performs services for Life Time Fitness, Inc.. Synonymous with “employee.”

Healthy Way of Life Triangle: The emblem that denotes the three elements that are cornerstones of the Company: Exercise, Education and Nutrition.

Vision: The organization’s outlook about the desired type and scope of the organization, typically an ongoing process or goal.

TEAM MEMBER HANDBOOK

RECEIPT AND AGREEMENT

I have received my copy of the Life Time Fitness, Inc. Team Member Handbook that outlines the policies, practices, and benefit guidelines of the Company, and I have read, understand and agree to act in accordance with the Team Member Handbook

Since the information in the Team Member Handbook is necessarily subject to change as situations warrant, it is understood that changes may revise or eliminate policies in the Team Member Handbook. These changes will be communicated to me by my supervisor or manager or through official notices. I accept responsibility for keeping informed of these changes.

I further acknowledge my understanding that all Team Members of Life Time Fitness, Inc. are Team Members at will unless subject to a specific signed employment agreement specifying employment for a particular term. Employment-at-will means employment may be terminated with or without cause. Either the Team Member or Life Time Fitness, Inc. may end the employment-at-will relationship at any time for any reason not prohibited by law.

Note: This form should be maintained in the Team Member's personnel file.

Team Member Signature

Date

Team Member Name (please print)

EXHIBIT C



Dear Team Member,

Welcome to Life Time Fitness! We are proud to have you join our team, and would like to take this opportunity to introduce you to our Human Resource Information System, Workday. We hope you will find it to be a valuable resource for you.

What is Workday? Workday is the software system Life Time Fitness uses to manage all of our team member data. This includes everything from legal names, home addresses, and emergency contacts to compensation, position, organizational hierarchy, and benefits information. Workday is web-based and it can be accessed from any computer connected to the internet. It's designed with self-service in mind, meaning team members and managers have the ability to view and modify their own information.

What should you use Workday for? All team members should use Workday to verify and update current contact information, to enroll in benefits (if eligible) and verify their benefits elections, and to request Paid Time Off (PTO). The first time that you log in please be sure to verify your contact information and add your emergency contacts to the system. Managers can use the system to view data about their teams and organizations, and to review PTO requests.

How do you get access to Workday? All team members will receive login information via their LTF email address, or the personal email address provided with your new hire paperwork, whichever is applicable. If you do not have a personal email address or did not provide one, any questions or issues with your Workday login information should be directed to the IT Help Desk at x100237 or by email at servicedesk@lifefitness.com. The IT Help Desk is also your point of contact for any other Workday related questions or issues.

Be sure to access the Workday system regularly as more functionality is being delivered to make your work experience here at Life Time Fitness even better.

Regards,

Human Resources

2902 Corporate Place
Chanhassen MN 55317
Tel: 952-947-0000
Fax: 952-947-0077
www.lifefitness.com



EXHIBIT D

Life Time Fitness Sexual Harassment Policy

Harassment and discrimination is defined as any behavior that creates or is intended to create a hostile, offensive or intimidating work environment. Life Time Fitness does not tolerate any form of harassment or discrimination.

We are committed to providing an environment that is free from disrespectful and offensive behavior and discrimination for all of our team members, members and guests. Each individual has a right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices. We strictly prohibit sexual harassment and harassment and discrimination on the basis of race, color, religion, sex, national origin, age, ancestry, marital status, sexual orientation, public assistance, disability or any other characteristics protected under federal, state or local law. We also strictly prohibit harassment on the basis of an individual's protected activity (opposition to prohibited discrimination or participation in the statutory complaint process).

It is a violation of the Code for any team member, club member, or other individual to harass or discriminate against any team member, club member, or other individual affiliated with Life Time Fitness. Any individual determined to have violated the Code will be subject to appropriate disciplinary or other action, which, in the case of a team member, may include discipline up to and including termination of employment.

Prohibited harassment under the Code consists of unwelcome verbal or physical conduct or communication of a sexual nature or based upon a team member's race, color, religion, sex, national origin, age, ancestry, marital status, public assistance, disability or any other characteristics protected under federal, state or local law.

Sexual harassment is specifically prohibited. Sexual harassment consists of unwelcome sexual advances or other verbal or physical conduct or communication of a sexual nature when:

- Submission to such conduct or communication is either explicitly or implicitly made a term or condition of obtaining or retaining employment;
- Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Examples of conduct that may be considered sexual harassment are set forth below. These examples are provided to illustrate the kind of conduct prohibited by the Code. Sexual harassment may include, but is not limited to:

- Sexual or suggestive comments or jokes;
- Sexual propositions;
- Sexist remarks;
- Patting, pinching, or unnecessary touching;
- Unwanted sexual advances;

- Unwanted staring or leering;
- Granting employment benefits or opportunities because of an individual's submission to sexual advances or sexual favors; or
- Harassment not of a sexual nature directed against an individual due to his or her gender.

If you who believe that you have been the victim of sexual harassment or discrimination or other harassment or discrimination prohibited by the Code, or if you have knowledge of any such harassment or discrimination directed against another person, you are expected to report the harassment or discrimination in the manner stated below.

It is NOT sufficient to report a complaint of harassment or discrimination to any person other than your supervisor, manager, Human Resources or the Hotline. THE COMPLAINANT MUST NOTIFY ONE OF THESE CONTACTS. Any supervisor or manager receiving a complaint must immediately notify Human Resources. Any supervisor or manager who fails to notify Human Resources may be subject to disciplinary action, up to and including termination of employment.

Upon receipt of a report, Life Time Fitness will investigate and resolve all complaints in a confidential, timely and thorough manner. While complete confidentiality cannot be guaranteed, every attempt will be made to use confidential information in a discreet manner.

Cooperation with any investigation is required of all team members as part of their job responsibilities. Any team member who fails to cooperate in an investigation may be subject to disciplinary action, up to and including termination of employment.

Where a team member is determined to have violated the Code, Life Time Fitness will take disciplinary action, up to and including termination of employment of the team member. Where a non-team member is determined to have violated the Code, Life Time Fitness will take action reasonably calculated to end the harassment or discrimination.

Life Time Fitness may seek legal redress, including attorneys' fees and costs, against any team member or other person who causes Life Time Fitness to incur any expense or liability as a result of prohibited behavior.

We are committed to maintaining an environment in which people feel free to report all incidents of harassment or discrimination. We encourage the reporting of all occurrences of harassment or discrimination under the procedures set forth in the Code. No retaliatory action will be taken against any person who reasonably and in good faith reports conduct in accordance with the Code. No retaliatory action will be taken against any individual who in good faith assists or participates in an investigation, proceeding, or hearing relating to a harassment or discrimination complaint. Any team member who violates these provisions may be subject to discipline, up to and including termination of employment.

While a complaint is pending, the person about whom the complaint has been made shall not participate in any formal or informal evaluations of the person who has made the complaint. Any attempt to do so constitutes a separate violation of the Code that may result in discipline, up to and including termination of employment.

If you believe that you or someone else has been subject to discrimination or harassment prohibited by the Code, you should immediately report it to a supervisor or manager, or to:

Human Resources
Life Time Fitness, Inc.
6442 City West Parkway
Eden Prairie, MN 55344
Phone: (952) 947-0000

Or:

Team Member Hotline: (888) 475-4211

EXHIBIT E



**Life Time Fitness, Inc. and its Affiliates
Benefits For Full-Time Team Members 2008/2009**

Medical Insurance – Life Time Fitness’s health insurance plan is modeled after some of the top health plans in the nation and is administered through America’s TPA. Life Time Fitness pays part of the premium and the team members pay the remainder. Team members are eligible for medical benefits on the first of the month following 90 days of full-time employment.

There are three plans to choose from: a plan that will pay more of your medical bills, one that will pay a bit less, and a high deductible health plan can be combined with a health savings account (HSA). While each plan has a different premium amount you will spend less money *in any plan* if you see in-network health providers. You can find in-network providers at www.americastpa.com.

All medical-plan-enrolled team members may use Caremark, a mail order pharmacy. This service is a convenient, moneysaving way to fill prescriptions on a regular, long-term basis for those who need medicine for treatment of high blood pressure, arthritis, diabetes, heart conditions, etc.

Dental Insurance – Life Time Fitness’s dental insurance is administered through Delta Dental. You can find Delta dentists by calling 1-800-448-3815. The plan will pay up to \$1,000 per member per year. Orthodontia coverage is available for all family members and benefits are payable at 50% up to a lifetime maximum benefit of \$1,500. Team members are eligible for dental benefits the first day of the month following 90 days of full-time employment.

Vision Insurance – Life Time Fitness’s vision insurance is administered through Spectera, a United Health Group company. You can find providers by calling 1-800-638-3120. The plan will pay for eye exams, as well as contact lenses or eyeglasses for you and your family. In addition, participants receive access to discounted refractive eye surgery.

Short Term Disability Insurance (STD) - Every full-time, benefit-eligible team member may buy STD equal to 60% of his/her monthly salary at low group rates. Benefits begin after 14 days of disability due to illness or injury and last up to 11 weeks. You pay no tax on STD benefits received.

Long Term Disability Insurance (LTD) - Every full-time, benefit-eligible team member may buy LTD equal to 60% of his/her monthly salary at low group rates. Benefits begin after 90 days of disability and may last up to social security age. You pay no tax on LTD benefits received.

Group Life/AD&D Insurance – Life Time pays for \$50,000 of life and accidental death and dismemberment insurance for every full-time, benefit-eligible team member.

Voluntary Life/AD&D Insurance – All full-time, benefit-eligible team members may buy additional life insurance (up to \$210,000) as well as accidental death and dismemberment

This is a brief summary of the Life Time Fitness benefits. It is not meant to be a complete description. The master group policies and summary plan descriptions govern the plans; copies of which human resources can provide to you.



insurance on themselves. Options also include spousal life insurance/AD&D up to \$30,000 and \$10,000 life insurance coverage for children. All are offered at low, group rates.

Pre-Tax Plan – Life Time Fitness offers benefit-eligible team members the option to save tax money when paying for their medical and dental premiums, and for daycare and medical expenses. You may put aside up to \$2,500 per year for medical expenses, and \$5,000 for dependant care expenses in pre-tax dollars.

Paid Time Off – All full-time team members of Life Time Fitness earn paid time off (PTO) beginning when they are benefit eligible. You can earn up to 7 days of paid vacation per year, and the schedule increases as your years at Life Time Fitness increase.

Retirement Plan - Life Time Fitness may match some amounts team members contribute to the plan (subject to the vesting schedule). A 401(k) plan lets you save for your retirement on a tax-free basis. All contributions and earnings in the 401(k) are not taxed, which allows your money to go further. Life Time Fitness may match some amounts team members contribute to the plan (subject to the vesting schedule). You may enroll after six (6) months at Life Time Fitness if you are 21.

Employee Assistance Program – LifeWorks offers confidential assistance with personal, legal, work, financial and other life issues 24 hours a day, 7 days per. Call 888-267-8126, or www.lifeworks.com to get assistance today.

Life Time Fitness Membership - All full-time team members receive a Life Time Fitness membership and discounts on Life Time Fitness products and services.

Tuition Reimbursement Plan – Life Time Fitness recognizes the role formal education plays in improving team member competence. Life Time Fitness will reimburse for job-related courses at accredited educational institutions for full-time team members who have worked for Life Time Fitness for two (2) years.

Adoption Assistance – Life Time Fitness will aid in the adoption of children for full-time team members up to \$3,000 per family.

Employee Stock Purchase Plan (ESPP) – Life Time Fitness offers an employee stock purchase plan to all employees who customarily work at least 20 hours per week and have been employed with Life Time Fitness for at least 6 months from their most recent hire date. The employee stock purchase plan allows employees to contribute directly from their paycheck towards the purchase of Life Time Fitness stock. Please see brochures, enrollment materials, and prospectus for more information.

NOTE:

- In order to enroll or participate in health, life and disability insurance, retirement or pre-tax plans, the appropriate enrollment forms must be completed and submitted to the Human Resources department within 30 days of the team member's benefits eligibility date (in most cases the first of the month following 90 days of hire).

This is a brief summary of the Life Time Fitness benefits. It is not meant to be a complete description. The master group policies and summary plan descriptions govern the plans; copies of which human resources can provide to you.



- Medical and dental insurance benefits are discontinued at the end of the month of termination. If enrolled in medical or dental insurance at the time of termination, team members are offered the opportunity to continue this coverage as stated in the Consolidated Omnibus Budget Reconciliation Act.

This is a brief summary of the Life Time Fitness benefits. It is not meant to be a complete description. The master group policies and summary plan descriptions govern the plans; copies of which human resources can provide to you.



Benefits Insurance Contact Information (Subject to Change Once a Year)

Full-Time Employees:

AmericasTPA (medical)
P.O. Box 398220
Minneapolis, MN 55439-8220
Group #736
1-800-948-3253 customer service
1-888-409-2273 to order cards

Caremark (prescriptions)
RxGRP; Life Time
RxBIW; 004336
RxPCN: ADV
1-866-818-6911 customer service

DentalUSA (dental)
P.O. Box 59238
Minneapolis, MN 55459-0238
Group #50878
1-800-448-3815 customer service

Injury Notification Policy

All Life Time Fitness Team Members are required to immediately notify a supervisor or manager when they are injured while working at Life Time Fitness, its subsidiaries, and/or affiliates. Team Members are required to notify regardless of the perceived severity of the injury.

Uniform Policy

Life Time Fitness, Inc, its subsidiaries, and affiliates require that all Team Members wear a uniform that contains the Life Time Fitness logo while working in the facilities. Life Time Fitness adheres to the state and local regulations regarding the purchase and reimbursement of team member uniforms. Team Members will be reimbursed for uniforms for which they have paid in accordance to the state and local regulations where they work.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JENNIFER ROTH, on behalf of herself and others similarly situated

(b) County of Residence of First Listed Plaintiff Cuyahoga Cty Ohio (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Reinhardt, Wendorf and Blanchfield 651-287-2100 E1250 First National Bank Bldg. 332 Minnesota St., St. Paul, MN 55101

DEFENDANTS

LIFE TIME FITNESS, INC.; LTF CLUB OPERATIONS COMPANY, INC.; LTF CLUB MANAGEMENT COMPANY, LLC and LTF YOGA COMPANY, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: Defendants failed to compensate plaintiffs for work done for defendants' benefit.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Tunheim DOCKET NUMBER 15-cv-03270

DATE 07/20/2016 SIGNATURE OF ATTORNEY OF RECORD s/Garrett D. Blanchfield, Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.