

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANTHONY P. ALLEN, as Administrator)
of the Estate of ESTELLE ROBINSON,)
and GENE M. SWINDEL, on behalf of)
themselves and all others similarly)
situated,)

Plaintiffs,)

v.)

HOLIDAY UNIVERSAL, INC.,)
SCANDINAVIAN HEALTH SPA, INC.)
and BALLY TOTAL FITNESS)
HOLDING CORPORATION,)

Defendants.)

No. 05 CV 5726

CLASS ACTION

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter, having come before the Court on the unopposed Motion for Final Approval of the proposed class action settlement with Defendants Bally Total Fitness Holding Corporation (“Bally Holding”) and those entities now known as Bally Total Fitness of the Midwest (“Midwest”) and Bally Total Fitness of the Mid-Atlantic (“Mid-Atlantic”) (collectively, the “Defendants”); the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified, by Order dated March 28, 2012, a settlement class, and the Court, being fully advised in the premises, finds that:

1. For settlement purposes, this action satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and (b). The class as defined in the Settlement Agreement (the “Class”) is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Class, the claims of the Class Representatives are

typical of the claims of the Class, and the Class Representatives will fairly and adequately protect the interests of the Class. Questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. Notice to the Class required by Fed. R. Civ. P. 23(e) has been provided in accordance with the Court's Preliminary Approval Order, dated March 28, 2012, and such Notice by publication has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Fed. R. Civ. P. 23(e) and due process.

3. The Defendants have timely filed notification of this settlement with the appropriate federal officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials, and finds that the Defendants' notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arms'-length negotiations conducted in good faith by counsel for the parties, and is supported by the class representatives.

5. The settlement as set forth in the Settlement Agreement is fair, reasonable and adequate to the members of the Class in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages and in maintaining the class action through trial and appeal.

6. The relief provided under the settlement constitutes fair value given in exchange for the releases of the settled claims against the Released Parties, as that term is defined in the Settlement Agreement.

7. No person has requested exclusion from the Class.

8. The parties and each class member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

9. It is in the best interests of the parties and the Class members and consistent with principles of judicial economy that any dispute between any Class member (including any dispute as to whether any person is a Class member) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order of Dismissal should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. This action is finally certified as a class action against Defendants on behalf of a Class defined as follows: All persons who, at any time from December 7, 1998 through December 1, 2008, entered into a renewable contract, with an initial term of less than thirty-six (36) months, for health club services with health clubs located in Pennsylvania and owned by Defendants that required the payment of a membership or enrollment fee in excess of \$100.00 per member.

B. The Settlement Agreement submitted by the parties is finally approved pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable and adequate and in the best interests of the Class and the parties are directed to consummate the Agreement in accordance with its terms.

C. The Plaintiffs' claim is hereby dismissed on the merits, with prejudice and without costs.

D. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of

the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants and each member of the class for any suit, action, proceeding or dispute arising out of or relating to this Order, the settlement agreement or the applicability of the settlement agreement.

E. Upon the Effective Date, or earlier, as may be permitted by the Settlement Agreement, the Defendants shall pay Class Counsel's fair and reasonable expenses in accordance with the terms of the Settlement Agreement.

F. Upon consideration of the application for individual settlement awards to the Representative Plaintiffs, Anthony Allen and Gene Swindell are each awarded the sum of one thousand dollars (\$1,000.00) in consideration of their individual claims as well as the valuable service they each performed for and on behalf of the Class.

The Court finds that there is no just reason for delay, and directs the Clerk to enter final judgment.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'Timothy Rice', written over a horizontal line.

Timothy Rice, U.S. Magistrate Judge

Date: 8.14, 2012