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United States Court of Appeals for the Fifth Circuit

No. 25-50673

United States Court of Appeals
Fifth Circuit

FILED

September 3, 2026

Lyle W. Cayce
Clerk

SANJIV CHANDAN, *also known as* TONY CHANDAN,

Plaintiff—Appellant,

versus

LIFE TIME FITNESS, INCORPORATED,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 5:24-CV-197

Before STEWART, HIGGINSON, and HO, *Circuit Judges.*

PER CURIAM:*

This case arises from the termination of Plaintiff Sanjiv Chandan’s membership at Life Time Fitness, Inc. (“Life Time”) in San Antonio, Texas.¹ The facts are as follows: Chandan approached a 17-year-old girl at the Life Time pool, sat in a chair next to her while he was shirtless, and spoke with her for approximately eight minutes. Another Life Time member

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

¹ Defendant points out that it has been incorrectly named in this case. Its proper corporate title is Life Time, Inc.

No. 25-50673

witnessed the incident and reported it to gym management. Following an investigation, Life Time suspended Chandan's membership for 90 days. Chandan then located the personal Facebook accounts of Life Time manager Walter Gonzales and his wife and messaged both individuals about his suspension. Life Time subsequently terminated Chandan's membership. Chandan sued, bringing claims for breach of contract, racial discrimination, and public accommodation discrimination. The district court granted summary judgment to Life Time. Chandan now appeals, arguing that the district court erred in granting summary judgment to Life Time because he raised genuine disputes of material fact as to each of his claims. He also challenges the district court's denial of his motion to compel discovery and motion to continue.

We turn first to Chandan's argument that the district court erred in granting Life Time summary judgment on his breach of contract and discrimination claims. We review the district court's grant of summary judgment *de novo*. See *Davidson v. Fairchild Controls Corp.*, 882 F.3d 180, 184 (5th Cir. 2018). Summary judgment is appropriate if "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." FED. R. CIV. P. 56(a).

First, as to Chandan's breach of contract claim, Chandan failed to provide evidence that Life Time breached its membership contract with him. In fact, Life Time's membership agreement with Chandan explicitly reserved its right to terminate Chandan's membership for any reason, including for conduct it deemed inappropriate. Accordingly, because Chandan failed to provide evidence that Life Time breached its membership contract with him, Chandan's claim necessarily fails. See *Smith Int'l, Inc. v. Egle Grp., LLC*, 490 F.3d 380, 387 (5th Cir. 2007) (explaining that breach is a necessary element of a breach of contract claim). The district court did not err in granting summary judgment to Life Time.

No. 25-50673

Similarly, Chandan’s racial discrimination and public accommodation discrimination claims fail because he failed to provide evidence—let alone evidence raising a dispute of material fact—that Life Time discriminated against him on the basis of race. Both racial discrimination and public accommodation discrimination claims are analyzed under the *McDonnell Douglas* burden-shifting analysis. *See Morris v. Town of Independence*, 827 F.3d 396, 400 (5th Cir. 2016) (*McDonnell Douglas* analysis applies to racial discrimination claims under 42 U.S.C. § 1981); *Fahim v. Marriott Hotel Servs., Inc.*, 551 F.3d 344, 349–51 (5th Cir. 2008) (*McDonnell Douglas* analysis applies to public accommodation discrimination claims). Under this analysis, a plaintiff must first set forth a *prima facie* case of discrimination. *Morris*, 827 F.3d at 400. Once the plaintiff makes this showing, “the burden of production shifts to the [defendant] to articulate a legitimate non-discriminatory reason for the adverse . . . action.” *Id.* (cleaned up). Once the defendant carries this burden, the “inference of discrimination disappears and the plaintiff must present evidence that the [defendant’s] proffered reason was mere pretext for racial discrimination.” *Id.*

Even if Chandan established a *prima facie* case of racial discrimination and public accommodation discrimination, his claims fail because he provided no evidence that Life Time’s reasons for terminating his membership were pretextual. Life Time cited Chandan’s interaction with the minor female and his Facebook messages to Walter Gonzales and his wife as independent reasons for terminating Chandan’s membership.²

² Chandan suggests that—in accepting Chandan’s interaction with the minor female as a nondiscriminatory reason for terminating his membership—the district court relied on inadmissible hearsay statements from Life Time’s investigation of the incident. But we need not address this argument because Life Time also proffered video evidence of the incident. As such, any error is harmless. *See* FED. R. CIV. P. 61.

No. 25-50673

Accordingly, Chandan's racial discrimination and public accommodation discrimination claims fail. The district court did not err in granting summary judgment to Life Time as to these claims.

We next address Chandan's contention that the district court erred in denying his motion to compel discovery and related motion to continue. We review the district court's decision for abuse of discretion. *E.g., Wiwa v. Royal Dutch Petroleum Co.*, 392 F.3d 812, 817 (5th Cir. 2004); *Cormier v. Pennzoil Expl. & Prod. Co.*, 969 F.2d 1559, 1561 (5th Cir. 1992). Chandan filed his motion to compel discovery and motion to continue nearly three months past the discovery deadline, and he offered no justification as to why he failed to diligently pursue timely discovery. Accordingly, the district court did not abuse its discretion in denying his motion to compel discovery and motion to continue.

The judgment of the district court is affirmed.