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David W. Slayton, Executive Officer / Clerk of Court

By: A. Leong Deputy

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

Sargis Isayan v. Cedar Fair, L.P., et al.

Case No.: 24STCV16212

Hearing: September 17, 2026 (continued from June 30, 2026)

FINAL RULING

BACKGROUND

This is a consumer class action. On June 28, 2024, Plaintiff Sargis Isayan (“Plaintiff” or “Isayan”), individually and on behalf of all others similarly situated, initiated the instant action against Defendants Cedar Fair, L.P. (“Cedar Fair”), Cedar Fair Management, Inc. (“Management”), Six Flags Entertainment Corporation¹ (“Six Flags”), and John Does 1 through 10 asserting the following causes of action: (1) Unfair Competition Law (California Business & Professions Code §17200 et seq.) and (2) False Advertising (California Business & Professions Code §17500 et seq.). Plaintiff’s claims center around Defendants’ alleged unlawful practice of “drip pricing.” Plaintiff alleges that Defendants, operators of amusement parks in North America, including Knott’s Berry Farm and Knott’s Soak City in Buena Park and California’s Great America in Santa Clara, add an undisclosed processing junk fee to the price of admission tickets late in the checkout process, which provides no value to the consumer. Plaintiff alleges that, once consumers have invested time and cognitive effort in selecting the admission tickets, they are unlikely to abandon the transaction when the processing fee is disclosed, and therefore, pay a higher total price than initially presented.

On December 2, 2024, Plaintiff filed a First Amended Complaint (“FAC”).

On July 15, 2025, the parties attended an all-day mediation before the Honorable John Leo Wagner (Retired) of Judicate West, but did not reach a settlement. November 20, 2025, the parties attended a second mediation with the Honorable John Leo Wagner and reached a settlement. A fully executed copy of the *Class Action Settlement Agreement* (“Settlement Agreement” or “Agreement”) is attached to the Declaration of Thomas Warren (“Warren Decl.”) as Exhibit 1.

¹ Defendant Six Flags Entertainment Corporation is a successor-in-interest to Cedar Fair, L.P. (Second Amended Complaint, ¶14.)

On April 23, 2026, the Court granted Plaintiff leave to file an amended complaint pursuant to stipulation of the parties. On the same day, Plaintiff filed a Second Amended Complaint ("SAC") amending the class period end date to July 1, 2024, because Defendant stopped charging processing fees on that date. Moreover, Defendants have changed their conduct to comply with California law, so Plaintiff is no longer seeking injunctive relief as part of the SAC.

On June 30, 2026, the Court continued preliminary approval for further briefing. In response, on August 6, 2026, counsel filed a fully executed Amended Settlement Agreement attached to the Declaration of Dan Terzian ("Terzian Decl.") as Exhibit 1.

Now before the Court is the parties' Motion for Preliminary Approval of Class Action Settlement.

SETTLEMENT CLASS DEFINITION

- "Class" means all California citizens who, during the period of June 28, 2020, to July 1, 2024, inclusive, purchased non-season tickets to Knott's Berry Farm and/or Knott's Soak City at www.knotts.com or to California's Great America at www.cagreatamerica.com, and were charged a processing fee. Excluded from the Class are Defendants and their parent companies, subsidiaries, and affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded from the Class is any judicial officer who presides over this action. (¶1.9)
 - The Parties agree that "California citizens" shall mean all persons who entered a California zip code for the billing address in connection with the online ticket purchase. (¶6.1)
 - "Class Period" means the period from June 28, 2020, through July 1, 2024. (¶1.15)
- "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member. (¶¶1.13, 1.40)
 - "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.32)
- "Defendants" means named Defendants Cedar Fair, L.P., Cedar Fair Management, Inc., and Six Flags Entertainment Corporation. (¶1.20)
- The Parties agree that class certification and representative treatment is for purposes of this Settlement only. (¶11.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- Benefits for Participating Class Members: "Individual Class Payment" means the Cash Benefit or Credit Benefit. (¶1.26) Defendants estimate, based on their sales records, that there are approximately 1,405,235 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash Benefits and Credit Benefits that will be distributed to Class Members under this Settlement is approximately **\$11,241,880**. (¶3.1.1)
 - *Cash Benefit*: Each Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of \$8, in the **form of a check or**

- electronic payment**, to be paid out of the Cash Benefit Fund. (§§1.5, 3.1.1) "Cash Benefit Fund" means the cash fund in an amount equal to the total Cash Benefits that will be awarded to Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form. (§1.6)
- *Credit Benefit*: Each Settlement Class Member who does not submit a valid Claim Form will receive a credit voucher (Credit Benefit) in the amount of \$8. (§§1.19, 3.1.1) Credit Benefits can be used toward any future, paid purchase on www.sixflags.com for use at any of Defendants' parks within the forty eight continental United States. Credit Benefits are one-time use (i.e., can only be applied a single time, to a single order), can be combined with any other discount or offer, and are freely transferable. Credit Benefits can be used at any time, with no blackout dates, and expire 36 months from the date of issuance. (§3.1.6) To the extent Defendants later decide to continue their operation of any of Defendants' theme parks under a website domain other than www.sixflags.com, the Credit Benefit shall apply to purchases on the new domain as well (e.g., www.knotts.com instead of www.sixflags.com/knotts). (§3.1.6, fn. 1.)
 - Other Payments:
 - Up to **\$10,000** for a Class Representative Service Payment to Plaintiff (§3.2.1);
 - Up to **\$1,962,329** for attorney fees and costs (§3.3);
 - Up to **\$89,500** in administration costs (§3.4).
 - Funding of Cash Benefit Fund and Credit Benefit Fund. Within 30 days after the Effective Date, Defendants shall (1) pay to the Administrator an amount equal to the Cash Benefit Fund. and (2) transfer to the Administrator Credit Benefits in the amount equal to the Credit Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. (§3.1.2)
 - "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur, and no further appeals are possible. (§1.22)
 - Distribution:
 - *Cash Benefits*: The Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment (or via check if requested by the Class Member), within 45 days after the Effective Date. (§3.1.3)
 - *Credit Benefits*: Defendants will provide an \$8 Credit Benefit to each Participating Class Member who does not submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Participating Class Member to fill out a claim form or take any other affirmative action. The Administrator will deliver Credit Benefits to Participating Class Members by electronic delivery, to be further agreed upon to the extent necessary by the Parties based on cost and ease of administration within 45 days after the Effective Date. The Administrator will send

- notice of the Credit Benefits to the most recent email address a Participating Class Member used to make purchases from Defendants (or such updated email address as the Participating Class Member provides to the Administrator). Twelve months after delivery of the Credit Benefit, a reminder email will be sent to each Participating Class Member who received the Credit Benefit. (¶3.1.5)
- *Tax Allocation*: The Individual Class Payment is not taxable income. Therefore, a 1099 shall not be issued to any Settlement Class Member for the Individual Class Payment. (¶3.1.7)
 - *Class Representative Service Payment*: Within 30 days after the Effective Date, Defendants shall pay to the Administrator an amount equal to the Class Representative Service Payment approved by the Court. The Administrator shall then pay this amount to the Class Representative via wire transfer or check (as instructed by Class Counsel) within 45 days after the Effective Date. (¶3.2.2)
 - *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment*: Within 30 days after the Effective Date, Defendants shall pay to the Administrator an amount equal to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment awarded by the Court. The Administrator shall then pay this amount via wire transfer to Class Counsel within 45 days after the Effective Date. (¶3.3.4)
- Uncashed Checks. To the extent Cash Benefits are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, and shall state, in words or in substance, that the check must be cashed within 180 days, after which time it will become void. If the check is not cashed within the 180 days of issuance, the Settlement Class Member will have failed to meet a condition precedent to recovery of a Cash Benefit, the Settlement Class Member's right to receive a Cash Benefit will be extinguished, and Defendants will have no obligation to make any Cash Benefit payment to the Settlement Class Member and instead the Class Member shall receive a Credit Benefit within 28 days after expiration of the check, in accordance with the procedures elsewhere in this Agreement. The funds on any voided checks shall remain in the Cash Benefit Fund, will not be considered "unclaimed" or "uncollected" for any purpose and shall be used to cover costs of administration or returned to Defendants. (¶3.1.4)
 - "Response Deadline" "Response Deadline" means 60 days after the Administrator emails Class Notice to Class Members, and shall be the last date on which Class Members may: (a) submit online or mail his, her, or their Claim Form; (b) submit online or mail Requests for Exclusion from the Settlement; or (c) submit online or mail his, her, or their Objection to the Settlement. Class Members who receive Class Notice via a Second Email Attempt shall have 60 days after receiving the Second Email Attempt. (¶1.37)
 - Claim Requirement: **There is no claim requirement to receive the benefit; a claim is required only to convert the benefit to cash.** (Supplemental Brief ISO Prelim., ¶III.) Settlement Class Members may elect to receive a Cash Benefit by submitting a timely and valid Claim Form (Exhibit B) to the Administrator via a **web form** on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a **paper Claim Form** which will be accepted upon receipt as valid by the Administrator if the claim is

timely submitted (postmarked before the end of the Claim Period) and otherwise valid. Settlement Class Members who do not timely submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Benefit without the need to file a Claim or take any other affirmative step. (¶¶1.7, 7.5.1)

- "Claim Period" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Response Deadline (60 days after the Administrator emails Class Notice). (¶¶1.8, 1.36) To be timely, the Settlement Class Member must submit the Claim Form by the Response Deadline. If mailed, the date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Claim Form has been timely submitted. If the postmark is illegible, the Claim Form shall be deemed untimely unless it is received by the Administrator within 3 days after the Response Deadline. (¶7.5.2)
- *Fraud Prevention.* The Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendants' records. The Administrator and the Parties shall have the right to audit Claims, and the Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Benefit. (¶7.5.3)
- The Claim Form contains an attestation section which states, "I agree to furnish additional information regarding this Claim if so requested to do so by the Administrator." (Claim Form, p. 2)
 - Additional information that may be needed: While the claim form in this case is relatively simple, there are potentially some reasons why a claim would be defective and require Angeion to solicit additional documentation. For example, if the claimant submits a paper claim form but does not sign the form, Angeion would request the claimant re-submit the claim form with an executed signature page. There are other oneoff situations where Angeion would request documentation from the claimants, such as name change documentation or power of attorney documentation. Documentation may be required to confirm class membership if the claimant cannot be matched to a class member record in the data Angeion receives. Angeion may also contact the claimant if the claimant submits a paper claim form that is illegible, does not select a payment method, selects multiple payment methods, or does not provide the requisite information for the payment method selected. (Declaration of Michael Lynch ("Lynch Decl."), ¶4.)
- From counsel's negotiations with defense counsel, they concluded that it would not be possible to settle this case with all class members automatically receiving \$8 in cash. (Supp. Terzian Decl., ¶13.)

- Angeion estimates that the claims rate for receiving cash instead of credit will be approximately 3-5%. (Lynch Decl., ¶15.)
- Claims Encouragement and Burden: The administrator will operate the consumer-facing website that maintains information on the class action. The website will also have a webpage dedicated to submitting the claim form. In addition to that, class counsel has put a webpage on its website dedicated to the matter of submitting a claim for cash for this settlement. The claims process is not burdensome. The claim form requires essentially only two categories of information: (1) identifying information of the class member and (2) the desired method for the cash payment (e.g., PayPal, Venmo, check). The claim form does not require assembling any proof of purchase or information about park attendance. (Supp. Brief ISO Prelim, ¶III.B.)
- **Objections:** Participating Class Members may send written objections to the Administrator, by online or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's sending of the Class Notice. (¶7.4.2)
- **Requests for Exclusion:** Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by submitting online or mailing a signed written Request for Exclusion not later than 60 days after the Administrator emails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be submitted online or postmarked by the Response Deadline.. (¶7.3.1) Non-Participating Class Members will not receive any Individual Class Payment. (¶3.1.8)
- Angeion Group, LLC will act as administrator for the settlement. (¶¶1.2, 7.1; see Declaration of Michael Lynch.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. **Was the settlement reached through arm's-length bargaining?** Yes. On July 15, 2025, the parties attended an all-day mediation before the Honorable John Leo Wagner (Retired) of Judicate West, but did not reach a settlement. (Warren Decl., ¶15; Agreement, ¶2.3.) On November 20, 2025, the parties attended a second mediation with the Honorable John Leo Wagner and reached a settlement. (Warren Decl., ¶11; Agreement, ¶2.6.) A fully executed copy of the *Class Action Settlement Agreement* ("Settlement Agreement" or "Agreement") is attached to counsel Warren's declaration as Exhibit 1 and a redlined version of the LASC Model Agreement is attached as Exhibit 2. (Warren Decl., ¶¶20-21, Exs. 1-2.)

2. **Were investigation and discovery sufficient to allow counsel and the court to act intelligently?** Yes. Before filing the complaint, Plaintiff's counsel conducted a detailed

investigation into Defendants' practice of charging processing fees, including: (1) evaluating the uniformity of the practice, (2) evaluating the uniformity of the checkout flow, and (3) evaluating the absence of any potential arbitration clauses. (Warren Decl., ¶12.) After the first mediation, Defendants responded to Plaintiff's first and second sets of form and special interrogatories, requests for admission, and requests for production. (*Id.* at ¶¶13, 6, 8.) Plaintiff responded to Defendants' first set of requests for production, form interrogatories, and special interrogatories. (*Id.* at ¶¶7-8.) The parties met and conferred regarding deficient discovery responses and Defendants served supplemental responses. (*Id.* at ¶18.) In total, Plaintiff propounded and obtained responses to 41 special interrogatories, 22 requests for production, 25 requests for admission, and form interrogatories on the following topics: (1) the websites (e.g., the checkout flow, ticket pricing, processing fees) and the alleged uniformity as to class members' experiences; (2) defendants' possession of class data (e.g., purchase information, names, contact information); (3) defendants' contracts with the class members; (4) amount and calculation of the processing fee; and (5) preservation policies. (*Id.* at ¶19.) Defendants produced over 2,900 pages of responsive documents, and Plaintiff produced 285 pages of documents. Defendants' production also included sales records, which was relevant to establishing the maximum exposure and reasonableness of the settlement. (*Id.* at ¶10.) Furthermore, Plaintiff's counsel represents that prior to the final mediation, his firm analyzed the following documents: (1) Defendants' transaction data for purchases of non-season tickets through Knott's Berry Farm and Great America's website (with customer identity redacted), (2) thousands of pages of archived website screenshots for Knott's Berry Farm and Great America, (3) Defendants' internal change logs and internal emails regarding changes to the websites during various times in the class period, (4) Defendants' internal pricing chart as to the pricing of tickets at various times and to various consumers, (5) Defendants' internal emails regarding proposed sale promotion pricing and associated fee disclosures, (6) Defendants' internal emails regarding the charging of, the calculation of, and the determination of the amount of processing fees, (7) Defendants' internal emails and documents regarding their online ticket platform, and (8) Defendants' preservation policies. (*Id.* at ¶12.)

3. Is counsel experienced in similar litigation? Class Counsel represents that he and his firm are experienced in class action litigation, including consumer class actions. (Supplemental Declaration of Thomas Warren ("Supp Warren Decl."), ¶¶1-9; Supp. Terzian Decl., ¶¶1-12.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

Class counsel provides the following analysis:

This class action seeks the restitution of all processing fees charged to the class. The claims are brought under the UCL and the FAL. As those claims provide for only restitution, the complaint does not (and cannot) seek compensatory or punitive damages. The complaint asserts that the defendants' charging of processing fees was unlawful under two separate theories: the drip pricing theory and the junk fee theory. The drip pricing theory is founded on the assertion that the defendants did not disclose the amount of the processing fee until the checkout page. And the junk fee theory is founded on the assertion that the processing fee had no relation to the actual cost of processing orders and was simply a profit center. The monetary recovery sought under both theories is the same: restitution of the entire amount of the processing fee. Accordingly, the maximum possible restitutionary award equals the amount of processing fees charged to the class. There is no possible additional recovery besides restitution of the processing fee (other than a discretionary award of prejudgment interest and legal fees). (Supp. Brief ISO Prelim, ¶I.A.)

Here, the total amount of processing fees charged to the class during the class period is \$15,039,336.87. The number of class members is 1,405,235. The class made 1,876,013 purchase transactions during the class period (meaning: several persons made more than one eligible purchase). As the settlement provides \$11,241,880 in direct payments to the class, this represents 74.7% of the maximum possible restitution award. (The percentage of the total recovery is higher when accounting for the fact that the agreement additionally provides for the payment of legal fees and administration expenses.) (*Id.* at ¶I.B.)

The complaint rests on two independent theories: drip pricing and junk fees. The junk fee theory, if successful, would allow recovering every processing fee charged. But the junk fee theory is novel and largely untested. The drip pricing theory is also untested, but it rests on firmer ground. The Legislature's enactment of the hidden-fees prohibition confirms the practice's deceptive character, though the statute operates only prospectively (after the class period). Civ. Code § 1770(a)(29), (d). And *Veera v. Banana Republic, LLC*, 6 Cal. App. 5th 907 (2016), sustained a closely related bait-and-switch theory—albeit as to in-store sales, and without addressing drip pricing. The drip pricing theory reaches every transaction in principle. But it is harder to establish that a consumer who had already paid the fee once was equally susceptible to deception on later purchases. As such, the recovery likely would be limited to only the first purchase—and that first purchase must have occurred during the class period. (If they made their first purchase before the class period, they would not have been vulnerable to the deception for any purchases during the class period.) Here, the settlement provides \$8 to everybody who made any eligible purchase during the class period, even to those persons who made prior purchases before the class period. (*Id.* at ¶I.C.)

The \$8 figure reflects approximately the average amount of the processing fees charged to each of these persons for their first purchase during the class period. For reference, the total number of class members is 1,405,235, and the total sum of processing fees for their respective first purchases during the class period is \$11,340,698.65 ($11,340,698.65 \div 1,405,235 = 8.07$). As the settlement provides \$11,241,880 in direct payments to the class, the settlement represents over 99% of the maximum realistic recovery ($11,241,880 \div 11,340,698.65 = .991$). (*Ibid.*)

Class Counsel claims that, according to review of the transaction records produced by Defendants, the average processing fee paid by a Class Member was \$8.07, and, thus, the \$8 cash/credit benefit is a great recovery. (Warren Decl., ¶13.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”].)

4. Amount offered in settlement.

As discussed above, Class Counsel obtained a settlement valued at \$11,241,880. This is approximately 99% of Plaintiff’s potential realistic recovery and 74.7% of the maximum recovery, which, given the uncertain outcomes, is within the “ballpark” of reasonableness. (Supp. Brief ISO Prelim, ¶I.C.)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members’ reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed “fair, adequate, and reasonable.”

C. Scope of the release

- Release by Participating Class Members. Upon Defendants’ fully funding the Cash Benefit Fund, the Credit Benefit Fund, and making the other payments as ordered by the Court, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiff and the Participating Class Members shall fully release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiff or Participating Class Members ever had, now have, or may have against the Released Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Released Parties’ representations, advertising, marketing and/or sales during the Class Period, which were alleged in the Operative Complaint, or which could have been

reasonably alleged in the Operative Complaint based on the facts and claims alleged in the Operative Complaint. (¶5.3)

- Second Amended Complaint is the Operative Complaint. (¶1.30)
- Plaintiff will additionally provide a general release and §1542 waiver. (¶¶5.1-5.2)
- “Released Parties” means Defendants and all their present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such. (¶1.35)

D. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. Analysis

a. Numerosity. There are more than 1.4 million Class Members. (MPA at 13:2.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) Class Members are readily identifiable through Defendants’ records. (MPA at 13:6-11.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiff’s claims arise from Defendants’ uniform practice of charging a processing fee on non-season ticket purchases made through the Knott’s Berry Farm and Great America websites during a defined period. Every class member was subjected to the same pricing practice. Moreover, the central questions—whether the processing fee was disclosed in compliance with California law and whether the practice violated the applicable consumer protection statutes—are common to every class member and can be resolved with common proof drawn from Defendants’ own checkout-flow records and uniform sales practices. (MPA at 13:15-25.)

As to typicality, Plaintiff purchased non-season tickets through Knott’s Berry Farm’s website during the class period, and he was charged a similar processing fee to every other class member. (MPA at 13:26-14:2.)

Finally, *as to adequacy*, Plaintiff represents that he understands his duties as a Class Representative, has been active in the litigation, and has no conflicts of interest with Class Members. (MPA at 14:10-13; *see* Declaration of Sargis Isayan.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A and the Claim Form is attached as Exhibit B. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

The Class Notice will be distributed in English, with a Spanish translation. (§1.14)

2. Method of class notice.

Class Data: Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a CSV file or Microsoft Excel spreadsheet(s). (§4)

Notice via email: Using best efforts to perform as soon as possible, and in no event later than 36 days after Preliminary Approval, the Administrator shall provide Class Notice by email. The Administrator shall send an email substantially in the same form as Exhibit A to the email addresses for Settlement Class Members identified by Defendants. (§7.2.2)

7.2.3. Second Email Notice. If an original email notice is returned as undeliverable within 7 days of it being sent, the Administrator will employ ECOA skip-tracings protocols to determine a proper email address for that Class Member and re-send email notice to any that are so identified ("Second Email Attempt"). The Administrator shall send the Second Email Attempt within 14 days after receiving notice that the first email was undeliverable. The Second Email Attempt shall prominently display that it is the Second Email Attempt, so that the recipient knows the applicable Response Deadline. (§7.2.3)

7.2.4. Extended Deadlines for Second Email Attempt. For all Class Members who receive a Second Email Attempt, the deadlines for Class Members' Claim Forms, written objections, and Requests for Exclusion will be 60 days after receiving the Second Email Attempt. (§7.2.4)

If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator

will send, via email a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. (¶7.2.5)

Notice of the date, time, and location of the Final Approval Hearing and entry of Final Judgment will be posted on the administrator's website. (¶7.6.2)

3. Cost of class notice. As indicated above, settlement administration costs are estimated to be **\$89,500**. Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) In common fund cases, the Court may utilize the percentage method, cross-checked by the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$1,962,329** in attorney fees and costs will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

G. Incentive Award to Class Representative

The named Plaintiff will request an enhancement award of **\$10,000**. In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he/she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he/she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

At final approval, the Court will rule on the reasonableness of requested fees, litigation expenses, enhancement payments, and administration costs.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **February 08, 2027** and will be heard **on March 30, 2027 at 10:00am**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **February 16, 2027** 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: September 17, 2026



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu
Elaine Lu / Judge
Judge of the Superior Court