

Grace E. Parasmó (State Bar No. 308993)
gparasmó@parasmóliebermanlaw.com
Yitzchak H. Lieberman (State Bar No. 277678)
ylieberman@parasmóliebermanlaw.com
PARASMO LIEBERMAN LAW
7119 W. Sunset Blvd., #808
Los Angeles, California 90046
Telephone: (646) 509-3913

Zack Broslavsky (State Bar No. 241736)
Jonathan A. Weinman (State Bar No. 256553)
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Ave., Suite 500
Manhattan Beach, California 90266
Phone: (310) 575-2550

*Attorneys for Plaintiffs Christopher Lomeli
and Daniel Blanco, individually,
and on behalf of a class of
similarly situated individuals*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CHRISTOPHER LOMELI and DANIEL
BLANCO, individually, and on behalf of a
class of similarly situated individuals,

Plaintiffs,

v.

SEAWORLD PARKS AND
ENTERTAINMENT, INC., a Delaware
corporation, SEA WORLD, LLC, a
Delaware limited liability company, and
DOES 1-5, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

02/28/2023 at 11:48:46 AM

Clerk of the Superior Court
By Katie Winburn, Deputy Clerk

CLASS ACTION COMPLAINT FOR:

- 1. Violations of the California Unfair Competition Law, Cal. Bus. & Profs. Code, § 17200, et seq.**
- 2. Violations of the California False Advertising Law, Cal. Bus. & Profs. Code § 17500, et seq.**

37-2023-00008529-CU-BT-CTL

1 Plaintiffs Christopher Lomeli and Daniel Blanco (“Plaintiffs”), individually and on behalf of
2 all others similarly situated, allege as follows based on personal knowledge of their own acts and
3 observations and, otherwise, upon information and belief based on investigation of counsel:

4 **NATURE OF THE CASE**

5 1. SeaWorld Parks and Entertainment, Inc. and Sea World LLC d/b/a Sea World San
6 Diego (collectively “SeaWorld” or “Defendants”) own and operate various amusement parks and
7 water parks throughout the United States, including the SeaWorld San Diego Park. Defendants sell,
8 promote, and advertise Annual Passes to the SeaWorld San Diego Park to consumers directly
9 through the SeaWorld San Diego website and software application.

10 2. Defendants had, and continue to have, a uniform policy and practice of automatically
11 renewing SeaWorld San Diego Annual Passes at the end of 12 months without providing the
12 automatic renewal offer terms in a clear and conspicuous manner prior to the consumer’s purchase,
13 without obtaining affirmative consent to the automatic renewal offer terms prior to the consumer’s
14 purchase, and without providing consumers with a reminder notice 15 to 45 days prior to the
15 cancellation deadline or renewal date that informs the consumer that their pass will automatically
16 renew unless they cancel. And Defendants’ cancellation mechanism obstructs or delays consumers
17 from terminating their Annual Passes.

18 3. These practices and policies violate California’s Automatic Renewal Law (“ARL”),
19 Cal. Bus. Prof. Code §§ 17600-17606, *et. seq.*, California’s Unfair Competition Law (“UCL”), Cal.
20 Bus. & Prof. Code, §§ 17200, *et seq.* and California’s False Advertising Law (“FAL”), Cal. Bus. &
21 Profs. Code §§ 17500, *et seq.*

22 4. Plaintiffs and members of the proposed class are consumers who purchased Annual
23 Passes to the SeaWorld San Diego Park and who incurred auto-renewal fees after the expiration of
24 12 months. Plaintiffs, on behalf of themselves and Class Members, seek restitution, declaratory,
25 injunctive, and other equitable relief, reasonable attorneys’ fees and costs, and interest, as set forth
26 below.

27 ///

PARTIES

5. Plaintiff Christopher Lomeli is an individual residing in San Diego, California. He purchased Annual Passes to the SeaWorld San Diego Park through SeaWorld's website.

6. Plaintiff Daniel Blanco is an individual residing in San Diego, California. He purchased Annual Passes to the SeaWorld San Diego Park through SeaWorld's website.

7. Defendant SeaWorld Parks and Entertainment, Inc. is a corporation organized under the laws of Delaware, having its principal place of business in Orlando, Florida. It is a leading theme park and entertainment company. It owns and operates various amusement parks and water parks throughout the United States, including the SeaWorld San Diego Park. It owns and operates <https://seaworld.com/>, which has separate webpages for each of its parks, including a webpage for SeaWorld San Diego at <https://seaworld.com/san-diego/>. It is also the developer of and seller on the SeaWorld mobile software applications.

8. Defendant Sea World LLC d/b/a Sea World San Diego is a limited liability company organized under the laws of Delaware, having its principal place of business in Orlando, Florida. Sea World, LLC (f/k/a Sea World Inc.) leases approximately 190 acres from the City of San Diego, including approximately 17 acres of water in Mission Bay Park, California, which is the site of the Sea World San Diego Park.

9. Plaintiffs are currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants sued herein under the fictitious names Does 1 through 5, inclusive, and therefore, sues such Defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to allege the true names and capacities of said fictitiously named Defendants when their true names and capacities have been ascertained. Plaintiffs are informed and believe and based thereon allege that each of the fictitiously named Doe Defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by Plaintiffs.

10. Plaintiffs are informed and believe, and based thereon allege, that all defendants, including the fictitious Doe Defendants, were at all relevant times acting as actual agents,

1 conspirators, ostensible agents, partners and/or joint venturers and employees of all other
2 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
3 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or
4 implied permission, knowledge, consent, authorization and ratification of their co-Defendants;
5 however, each of these allegations are deemed “alternative” theories whenever not doing so would
6 result in a contraction with the other allegations.

7 11. All Defendants, including Does 1 through 5, are collectively referred to as
8 “Defendants.”

9 12. Whenever this complaint refers to any act of Defendants, the allegations shall be
10 deemed to mean the act of those defendants named in the particular cause of action, and each of
11 them, acting individually, jointly and severally, unless otherwise alleged.

12 JURISDICTION AND VENUE

13 13. This Court has subject matter jurisdiction pursuant to Cal. Bus. & Prof. Code, §§
14 17203, 17204, and 17535.

15 14. This Court has personal jurisdiction over Defendants because they conducted and
16 continue to conduct substantial business in this State.

17 15. Venue as to Defendants is proper pursuant to California Code of Civil Procedure §§
18 395 and 395.5. Defendants are Delaware corporations with their principal place of businesses
19 located in Orlando, Florida. Defendant SeaWorld Parks and Entertainment, Inc. has designated
20 SeaWorld San Diego Park, located at 500 SeaWorld Drive, San Diego, California 92109, as its
21 California Office of Corporation. Sea World LLC leases property from the City of San Diego,
22 including the site of SeaWorld San Diego Park.

23 16. Defendants knowingly engage in activities directed at consumers in this County, and
24 the named plaintiffs reside in this County.

25 ///

26 ///

27 ///

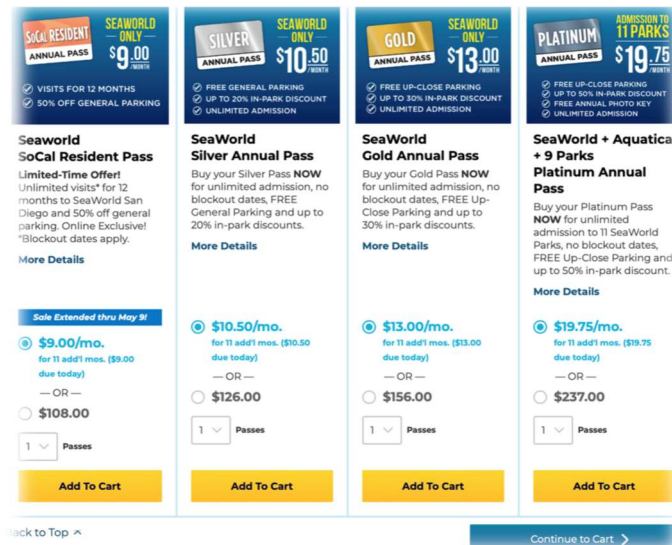
FACTUAL ALLEGATIONS

The SeaWorld Annual Pass Purchase Flow

17. Defendants advertise and sell “Annual Passes” to the SeaWorld San Diego Park directly through the SeaWorld San Diego website.¹ Annual Passes can also be purchased through a mobile app for SeaWorld San Diego.² Annual Passes grant consumers unlimited access to the SeaWorld Diego Park for a period of 12 months. During the Class Period, Defendants offered the following Annual Passes: SeaWorld Silver Pass, SeaWorld Gold Pass, SeaWorld Platinum Pass, and the SeaWorld SoCal Pass; some of the promotions for these passes included admission to other SeaWorld parks, such as Aquatica.

18. Defendants offered consumers, including Plaintiffs and Class Members, the option to pay for Annual Passes in single payment for the full amount or in monthly installment payments.

19. The illustration below is an excerpt from a screenshot of the Annual Pass offer page that a consumer who purchased in May 2021 on the SeaWorld San Diego website would have seen:



Consumers are not presented with offer terms that disclose the Annual Pass will automatically renew after 12 months.³ Other than changes in pricing and promotions, the Annual Pass offer page

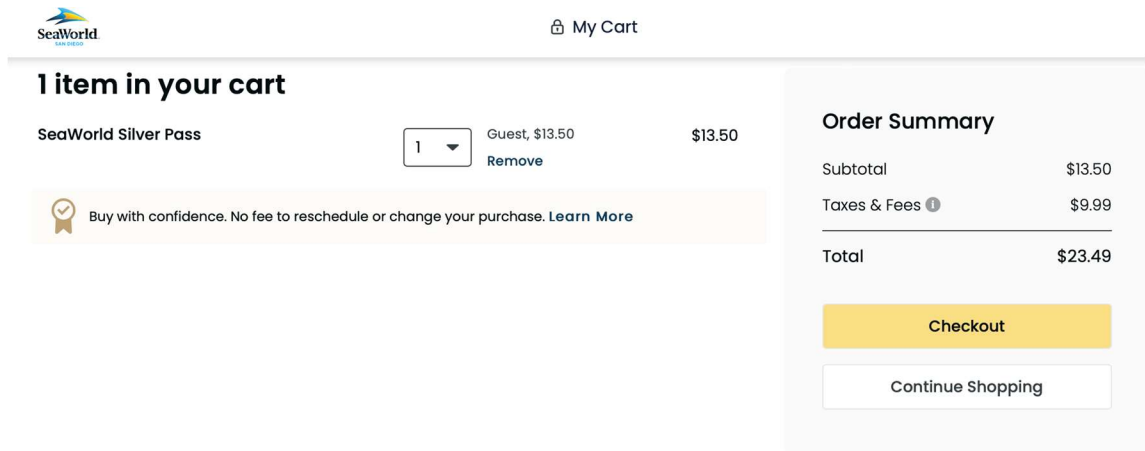
¹ See <https://seaworld.com/san-diego/annual-pass/>.

² See <https://seaworld.com/san-diego/mobile-app/>.

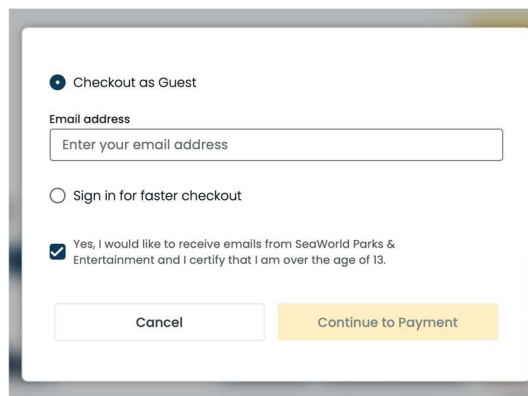
³ Full screenshots are attached hereto as **Exhibits 1A and 1B**. Only if one clicked on “More Details” for Silver, Gold, and Platinum passes was the following information made available about a monthly payment plan program in tiny font at the bottom of the page: “EZpay is a monthly

1 was materially the same during all relevant times, except as noted in paragraph 71, *infra*.

2 20. Consumers are prompted to add the Annual Pass to their virtual shopping cart and
3 are then provided an “Order Summary.” There are no disclosures that consumers are purchasing an
4 automatically renewing subscription.⁴

A screenshot of the SeaWorld website's checkout page. At the top left is the SeaWorld logo. At the top right is a link to "My Cart". The main heading is "1 item in your cart". Below this, the item is "SeaWorld Silver Pass" with a quantity of 1, a price of \$13.50, and a "Remove" button. A yellow banner below the item says "Buy with confidence. No fee to reschedule or change your purchase. Learn More". To the right is an "Order Summary" box showing a Subtotal of \$13.50, Taxes & Fees of \$9.99, and a Total of \$23.49. At the bottom of the summary box are two buttons: "Checkout" (yellow) and "Continue Shopping" (white).

12 21. When the consumer clicks on the “Checkout” button, a pop-up dialog box appears
13 (as illustrated below), which prompts the consumer to “Check out as a Guest” or “Sign-in for faster
14 checkout.” Again, no disclosures are made to the consumer about the auto-renewal terms.

A screenshot of a checkout pop-up dialog box. It has two radio buttons: "Checkout as Guest" (selected) and "Sign in for faster checkout". Below the radio buttons is an "Email address" field with the placeholder text "Enter your email address". Below the email field is a checkbox that is checked, with the text "Yes, I would like to receive emails from SeaWorld Parks & Entertainment and I certify that I am over the age of 13." At the bottom are two buttons: "Cancel" (white) and "Continue to Payment" (yellow).

22 22. Regardless of whether consumers checkout as a guest or by signing into their

25 payment program that requires a 12 month commitment. Pass Members will automatically remain
26 on EZpay on a month-to-month basis after that commitment is met”. See **Ex. 1-B**. A hyperlink to
27 “Ez Pay Terms and Conditions” then followed in the same tiny font. See **Ex. 1-B**. This language
28 was not provided for the SoCal Pass monthly payment plan. And no disclosure of any kind was
made about automatic renewal of passes paid in full for any pass. .

⁴ See **Exhibit 2** (full screenshot of webpage, available at <https://seaworld.com/san-diego/checkout/my-cart/> (last visited Feb. 20, 2023)).

1 account, they are navigated to the next and final screen—“Billing and Payment,”⁵ where consumers
2 must provide their billing and payment information. The screen contains an “Order Summary”
3 where consumers can review their order and complete their purchase by clicking on a “Pay” button
4 that provides the specific payment amount. Defendants again do not disclose the auto-renewal
5 terms.

Order Summary

Buy with confidence. No fee to reschedule or change your purchase. Learn More	
SeaWorld Silver Pass	Guest \$13.50 each
Remove	1 \$13.50
Subtotal	\$13.50
Taxes	\$0.00
Service Fee ⓘ	\$9.99
Total	\$23.49

Pay \$23.49

16 23. At all relevant times, the purchase flow and the lack of disclosures therein as
17 described above, was materially the same for all purchases of Annual Passes on the Defendants’
18 website and software applications, regardless of the payment plan selected and the device used to
19 purchase (*i.e.*, desktop or mobile).

20 24. At no point during the purchase process do Defendants obtain the affirmative
21 consent to auto-renewal terms. During all relevant times, consumers were not asked to agree to,
22 read, or view any automatic renewal offer terms.

23 25. Consumers, including Plaintiffs and Class Members, were misled into believing that
24 they were purchasing a one-year pass that will expire at the end of 12 months.

25 26. When the Annual Passes expired, Defendants charged Plaintiffs and Class Members’

26
27 ⁵ See **Exhibit 3** (Screenshot of the full Billing and Payment Page, available at
28 <https://seaworld.com/san-diego/checkout/billing-and-payment/> (last visited Feb. 20, 2023)).

1 credit and debit cards (or other payment methods) on a recurring basis—and some at a higher rate
2 than the initial purchase price. Defendants did not send Plaintiffs and Class Members a reminder of
3 the upcoming auto-renewal.

4 27. When Plaintiffs and Class Members discovered the illegal renewal fees, Defendants’
5 cancellation process made it difficult to cancel and thus delayed their ability to terminate the pass.

6 28. Such deceptive practices have officially been labeled as “dark patterns” by the U.S.
7 Federal Trade Commission (“FTC”).

8 29. In September 2022, the FTC released a report shining a light on how companies are
9 increasingly using manipulative digital design practices known as “dark patterns” that trick or
10 manipulate consumers into making choices they would not otherwise have made and that may cause
11 harm, such as signing up for automatically renewing purchases or subscriptions.⁶

12 30. The FTC Report details dark pattern tactics like the ones utilized by Defendants. It
13 describes practices such as “tricking someone into paying for goods or services without
14 consent...[f]or example, deceptive subscription sellers may saddle consumers with recurring
15 payments for products and services they never intended to purchase or that they do not wish to
16 continue purchasing.”⁷ The FTC Report also explains that “[s]ome dark patterns operate by hiding
17 or obscuring material information from consumers, such as burying key limitations of the product or
18 service in dense terms of service documents that consumers don’t see before purchase.”⁸

19 **Defendants Violate California’s Automatic Renewal Law**

20 31. California’s Automatic Renewal Law, Cal. Bus. Prof. Code, §§ 17600-17606, was
21 enacted in December 2010. The stated intent of the Legislature was “to end the practice of ongoing
22 charging of consumer credit or debit cards or third-party payment accounts without the consumers’

23
24 ⁶ Bringing Dark Patterns to Light, FTC Staff Report (September 2022) available at
25 [https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)
26 [dark-patterns-designed-trick-trap-consumers](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers) (last visited February 24, 2023).

27 ⁷ FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap
28 Consumers, Tactics Include Disguised Ads, Difficult-to-Cancel Subscriptions, Buried Terms, and
Tricks to Obtain Data (September 15, 2022) available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)
[events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers)
[trick-trap-consumers](https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers) (last visited February 16, 2023).

⁸ *Id.*

1 explicit consent for ongoing shipments of a product or ongoing deliveries of service.” *See* Cal. Bus.
2 Prof. Code § 17600. Defendants failed to comply with the ARL as follows.

3 **Defendants Failed to Clearly and Conspicuously Present the Automatic Renewal Offer**
4 **Terms Before the Purchase Agreement Was Fulfilled and In Visual Proximity To The**
5 **Request For Consent To The Offer**

6 32. Cal. Bus. Prof. Code § 17602(a)(1) makes it unlawful for any business that makes an
7 automatic renewal or continuous service offer to a consumer in California to:

8 Fail to present the automatic renewal offer terms or continuous service offer terms in
9 a clear and conspicuous manner before the subscription or purchasing agreement is
10 fulfilled and in visual proximity . . . to the request for consent to the offer . . .

11 33. Cal. Bus. Prof. Code § 17601(b) defines the term “automatic renewal offer terms” as
12 the following clear and conspicuous disclosures:

13 (1) That the subscription or purchasing agreement will continue until the consumer
14 cancels.

15 (2) The description of the cancellation policy that applies to the offer.

16 (3) The recurring charges that will be charged to the consumer’s credit or debit card
17 or payment account with a third party as part of the automatic renewal plan or
18 arrangement, and that the amount of the charge may change, if that is the case, and
19 the amount to which the charge will change, if known.

20 (4) The length of the automatic renewal term or that the service is continuous, unless
21 the length of the term is chosen by the consumer.

22 (5) The minimum purchase obligation, if any.

23 34. Cal. Bus. Prof. Code § 17601(c) defines the term “clear and conspicuous” or “clearly
24 and conspicuously” as “in larger type than the surrounding text, or in contrasting type, font, or color
25 to the surrounding text of the same size, or set off from the surrounding text of the same size by
26 symbols or other marks, in a manner that clearly calls attention to the language.”

27 35. At all relevant times, Defendants failed to disclose the “automatic renewal offer
28 terms” in compliance with Cal. Bus. Prof. Code § 17602(a)(1) before Plaintiffs and Class Members
purchased Annual Passes to SeaWorld San Diego. Defendants did not clearly and conspicuously
disclose in visual proximity to the request for the consent to the offer: (i) that the agreement will
continue until cancelled; (ii) the cancellation policy that applied to the offer; (iii) the recurring
charges that would be charged, and that the amount of the charge may change, and the amount to

1 which the charge may be more than the initial purchase price; (iv) the length of the automatic
2 renewal term or that the service was continuous; and (v) the minimum purchase obligation.

3 36. Defendants failed to even provide a general statement, in a clear and conspicuous
4 manner, and in visual proximity to the to the request for consent, that the Annual Passes will
5 automatically renew unless the consumer cancels, let alone present all the information required
6 under Cal. Bus. Prof. Code § 17601(b).⁹

7 **Defendants Failed to Obtain Affirmative Consent to the Automatic Renewal Terms**

8 37. Cal. Bus. Prof. Code § 17602(a)(2) makes it unlawful for any business that makes an
9 automatic renewal or continuous service offer to a consumer in California to:

10 Charge the consumer's credit or debit card, or the consumer's account with a third
11 party, for an automatic renewal or continuous service without first obtaining the
12 consumer's affirmative consent to the agreement containing the automatic renewal
13 offer terms or continuous service offer terms, including the terms of an automatic
renewal or continuous service offer that is made at a promotional or discounted price
for a limited time.

14 38. At all relevant times, Defendants automatically renewed SeaWorld San Diego
15 Annual Passes and charged Plaintiffs and Class Members' credit and debit cards (or other payment
16 methods) renewal fees, without first obtaining their affirmative consent to the automatic renewal
17 offer terms or continuous service offer terms. As described above, at no point during the purchase
18 flow are Plaintiffs and Class Members asked to read and agree to Defendants' automatic renewal
19 offer terms or any terms of service containing automatic renewal offer terms. Nor do Defendants
20 obtain affirmative consent to increase the price of the Annual Pass upon renewal.

21 **Defendants Failed to Provide a Reminder Notice**

22 39. In 2021, the Legislature added to the California's Automatic Renewal Law by
23 including Cal. Bus. Prof. Code § 17602(a)(4), which makes it unlawful for any business that makes

24 ⁹ The only reference to recurring charges—at any point in the purchase flow—was in hidden
25 fine print on the offer page, which could only be discovered if one were to click on “More
26 Details.” *See e.g.*, Exs. 1A and 1B. This fine print reference is the opposite of clear and
27 conspicuous and does not present all required automatic renewal offer terms, such as the
28 cancellation policy and the amount of the recurring charge after the pass renews. As set forth
above, this language also only applies to passes paid for in monthly installments through EZpay;
there was no similar language for passes paid for in full until at least December 2022. *See n.13,*
supra.

1 an automatic renewal or continuous service to:

2 Fail to provide a consumer with a notice, as may be required by subdivision (b), that
3 clearly and conspicuously states all of the following:

4 (A) That the automatic renewal or continuous service will automatically renew
5 unless the consumer cancels.

6 (B) The length and any additional terms of the renewal period.

7 (C) One or more methods by which a consumer can cancel the automatic renewal or
8 continuous service.

9 (D) If the notice is sent electronically, the notice shall include either a link that
10 directs the consumer to the cancellation process, or another reasonably accessible
11 electronic method that directs the consumer to the cancellation process if no link
12 exists.

13 (E) Contact information for the business.

14 40. Subsection (b) referenced in § 17602(a)(4) in turn provides:

15 A business shall provide a consumer with a notice as specified in paragraph (4) of
16 subdivision (a) if . . . The consumer accepted an automatic renewal offer or
17 continuous service offer with an initial term of one year or longer, that automatically
18 renews unless the consumer cancels the automatic renewal or continuous service. In
19 this case, the notice shall be provided at least 15 days and not more than 45 days
20 before the automatic renewal offer or continuous service offer renews.

21 41. Defendants failed to provide purchasers of SeaWorld San Diego Annual Passes with
22 notice of renewal pursuant § 17602(a)(4) and Cal. Bus. Prof. Code § 17602(b). Plaintiffs and Class
23 Members did not receive a renewal notice 15 to 45 days before their Annual Passes were
24 automatically renewed.

25 **Defendants Obstruct and Delay Consumers' Ability to Cancel**

26 42. Cal. Bus. & Prof. Code § 17602(d)(1) provides:

27 In addition to the requirements of subdivision (b), a business that allows a consumer
28 to accept an automatic renewal or continuous service offer online shall allow a
consumer to terminate the automatic renewal or continuous service exclusively
online, at will, and without engaging any further steps that obstruct or delay the
consumer's ability to terminate the automatic renewal or continuous service
immediately. The business shall provide a method of termination that is online in the
form of either of the following:

(A) A prominently located direct link or button which may be located within either a
customer account or profile, or within either device or user settings.

(B) By an immediately accessible termination email formatted and provided by the
business that a consumer can send to the business without additional information.

1 43. Defendants violated, and continue to violate, these requirements. Defendants failed
2 to allow Plaintiffs and Class Members to terminate their Annual Passes exclusively online and at
3 will without further steps that unreasonably obstructed or delayed termination. One of the pages
4 within a customer account (at least for passes paid for in monthly installments) did display a button
5 through which consumers supposedly could request to cancel their Annual Pass. In reality,
6 however, clicking on this button did not effectuate cancellation; and even worse, the site then
7 incorrectly informed the consumer that there were no active passes to cancel.

8 44. Defendants also do not permit consumers to cancel their pass via email. As such,
9 and in violation of Cal. Bus. & Prof. Code § 17602(d), the only way Plaintiffs and other members of
10 the Class were able to cancel their Annual Passes and stop continuous automatic renewal was by
11 calling SeaWorld, which typically entailed an unreasonably lengthy time on hold, or attempt to
12 speak to an online representative.

13 45. Defendants' past and ongoing practice of obscuring, thwarting, and impairing
14 consumers' cancellation attempts have, and continue to, result in ongoing recurring charges to
15 Plaintiff and Class Member's credit cards, debit cards, and other payment methods.

16 **Plaintiff Lomeli's Individual Allegations**

17 46. Plaintiff Lomeli purchased two SeaWorld San Diego Gold Annual Passes for himself
18 and his partner on or about May 14, 2021 through the SeaWorld San Diego website. During the
19 purchase process, Plaintiff Lomeli chose a 12-monthly payment option, in which he provided his
20 debit card information directly to SeaWorld and authorized Defendants to make an initial charge of
21 \$26.00 and 11 additional monthly installments.

22 47. At the time of his purchase, Defendants did not disclose any of the following to
23 Plaintiff Lomeli in a clear and conspicuous manner and in visual proximity to the request for
24 consent to the offer: (i) that the purchase agreement would continue until he cancelled; (ii) a
25 description of the cancellation policy that applied to him and other Class Members who selected the
26 option to pay for their Annual Pass in monthly installments; (iii) that recurring charges would be
27 charged to his payment method and the amount to be charged; (iv) the length of the automatic
28

1 renewal term or that the service was continuous; and (v) the minimum purchase obligation, i.e., that
2 the minimum commitment was 12 months, and thereafter the minimum commitment would be
3 monthly. This conduct violated Cal. Bus. & Prof. Code §17602(a)(1).

4 48. At no point did Defendants obtain Plaintiff Lomeli's affirmative consent to an
5 agreement containing the automatic renewal offer terms or continuous service offer terms in
6 violation of Cal. Bus. & Prof. Code §17602(a)(2). He was never required to examine or
7 affirmatively agree to any automatic renewal offer terms nor view any terms of service containing
8 them.

9 49. Accordingly, at the time of his purchase, Plaintiff Lomeli believed the passes would
10 expire exactly after one year; he did not expect to be charged anymore after his last installment
11 payment on April 14, 2022. He did not know his passes would automatically renew at the
12 expiration of 12 months. Defendants never disclosed any of this information prior to his purchase.

13 50. However, Defendants automatically renewed Plaintiff Lomeli's passes and charged
14 his card another \$26.00 on or about May 14, 2022.

15 51. When he learned about the unauthorized charge through his payment method (not
16 through Defendants), Plaintiff Lomeli attempted to cancel the pass online but received an error
17 message when he tried to do so. Plaintiff Lomeli called Defendants to cancel and get a refund for
18 the unauthorized charge. In requesting a refund, Plaintiff Lomeli explained that he believed that the
19 passes were only for one year. Defendants cancelled the passes going forward but denied Plaintiff
20 Lomeli the requested refund, stating that it was too late and he had entered into a contract.
21 However, at no point was Plaintiff Lomeli required to examine or affirmatively agree to any
22 contract containing auto-renewal terms.

23 52. Defendants' failure to issue a refund is contrary to the Automatic Renewal Law,
24 which deems products provided in violation of the statute to be a gift to consumers who may use it
25 in any manner he or she sees fit without any obligation whatsoever on the consumer's part to the
26 business. *See* Cal. Bus. & Prof. Code § 17603.

27 53. As a direct result of Defendants' violations of the Automatic Renewal Law, Plaintiff
28

1 Lomeli suffered economic injury. Had Defendants complied with the Automatic Renewal Law,
2 Plaintiff Lomeli would not have purchased the Annual Pass or he would have cancelled the pass
3 sooner so as not to incur auto-renewal charges.

4 54. The facts giving rise to Plaintiff Lomeli's claims are materially the same as the
5 class(es) he seeks to represent.

6 **Plaintiff Blanco's Individual Allegations**

7 55. Plaintiff Blanco purchased two SeaWorld San Diego Silver Annual Passes for his
8 wife and himself on Black Friday sale on November 26, 2021 through the SeaWorld San Diego
9 website. During the purchase process, Plaintiff Blanco chose a 12-monthly payment option, in
10 which he provided his credit card information directly to SeaWorld and authorized Defendants to
11 make an initial charge of \$17.50 and 11 additional monthly installments at that amount.

12 56. At the time of his purchase, Defendants did not disclose any of the following to
13 Plaintiff Blanco in a clear and conspicuous manner and in visual proximity to the request for
14 consent to the offer: (i) that the purchase agreement would continue until he cancelled; (ii) a
15 description of the cancellation policy that applied to him and other consumers who selected the
16 option to pay for their Annual Pass in monthly installments; (iii) that recurring charges would be
17 charged to his payment method and the amount to be charged and the amount to be charged would
18 exceed the cost of his initial purchase; (iv) the length of the automatic renewal term or that the
19 service was continuous; and (v) the minimum purchase obligation, i.e., that the minimum
20 commitment was 12 months, and thereafter the minimum commitment would be monthly. This
21 conduct violated Cal. Bus. & Prof. Code §17602(a)(1).

22 57. At no point did Defendants obtain Plaintiff Blanco's affirmative consent to an
23 agreement containing the automatic renewal offer terms or continuous service offer terms in
24 violation of Cal. Bus. & Prof. Code §17602(a)(2). He was never required to examine or
25 affirmatively agree to any automatic renewal offer terms nor view any terms of service containing
26 them.

27 58. Accordingly, at the time of his purchase, Plaintiff Blanco believed the passes would
28

1 expire after one year and did not know that they would keep automatically renewing after 12
2 months. Defendants never disclosed any of this information at the time of his purchase.

3 59. Defendants also did not provide Plaintiff Blanco with a renewal notice in violation of
4 Cal. Bus. & Prof. Code §17602(a)(4). Defendants did not provide Plaintiff Blanco with a notice
5 that the passes will automatically renew unless he cancels, the length of the renewal period,
6 methods of cancellation, and contact information for the business at least 15 days and not more than
7 45 prior to the renewal in violation of Cal. Bus. & Prof. Code §17602(a)(4).

8 60. Defendants automatically renewed the two passes purchased by Plaintiff Blanco and
9 charged his credit card an increased monthly rate of \$24.00.

10 61. After Plaintiff Blanco discovered his passes were being automatically renewed and
11 he was being charged illegal renewal fees, he unsuccessfully attempted to cancel the passes online
12 by pressing a button requesting cancellation but a message was displayed that there are no active
13 passes. Plaintiff Blanco then attempted to cancel by phone but he was on hold for at least 30
14 minutes. When Plaintiff Blanco tried calling to cancel by phone yet again, he received an
15 automated recording that Defendants' call center was currently closed and calls should be placed
16 between the hours of 8 am to 5 pm Eastern Time. Plaintiff Blanco's third cancellation attempt
17 (which was by phone) was successful. However, at that point, he had already incurred unauthorized
18 renewal charges in the amount of \$72.

19 62. Defendants' failure to provide Plaintiff Blanco with an effective online cancellation
20 mechanism, which forced him cancel to by phone and only during business hours in a different time
21 zone, delayed and obstructed his ability to cancel at will in violation of Cal. Bus. & Prof. Code §
22 17602(d).

23 63. Defendants' failure to issue a refund is contrary to the Automatic Renewal Law,
24 which deems products provided in violation of the statute to be a gift to consumers who may use it
25 in any manner he or she sees fit without any obligation whatsoever on the consumer's part to the
26 business. *See* Cal. Bus. & Prof. Code § 17603.

27 64. As a direct result of Defendants' violations of the Automatic Renewal Law, Plaintiff
28

1 Blanco suffered economic injury. Had Defendants complied with the Automatic Renewal Law,
2 Plaintiff Blanco would not have purchased the Annual Passes or he would have cancelled the passes
3 sooner so as not to incur additional renewal charges.

4 65. The facts giving rise to Plaintiff Blanco's claims are materially the same as the class
5 he seeks to represent.

6 **Consumer Complaints are Indicative of Defendants' Class-Wide Material Deception**

7 66. Defendants' practice of auto-renewing consumers' Annual Passes without their
8 consent and knowledge, as well as onerous cancellation procedures and refusal to issue refunds, has
9 led numerous consumers to post complaints online.

10 67. For example, there are numerous consumer grievances on the Better Business
11 Bureau's site for SeaWorld San Diego.¹⁰ Consumers posting on this site have in unison expressed
12 shock and outrage over Defendants' conduct, including that they were misled into believing that
13 their passes end/expire at the end of the year, that they never agreed to auto-renewal, that they had
14 no wish or intent to have their passes renewed, that they never received notice of renewal, and that
15 they were then denied refunds. Consumers also complain about being unable to cancel online and
16 that their passes were renewed at a higher price than the original purchase price.

17 68. Below are examples of common complaints:

18
19 01/04/2023

20 For the Months of December 2022 and January 2023 Sea World San Diego decided
21 to do Auto Charge to my Debit Card. I went on their website the last day of
22 November and the a few days before the end of December to try and Cancel our
23 passes and the account didn't have anything for me to Cancel. I figured the account
24 was cancelled I checked my bank account today and it shows a charge from them in
25 the amount of \$54.00. I decided to call Sea World and they state I have to call them.
26 The contract under EZ Pay states call or go to your account and cancel it does not
27 state to do both. I request a refund for the last 2 months.

28 01/04/2023

Bought Sea Work passes in Nov of 2021. They expired Dec 1st, 2022. I saw a charge
on my acct on Dec 2nd, so I logged into Sea world acct to cancel my passes. Well, it
said no passes to cancel so I let it go. Jan 1st, I see another charge and again log into

¹⁰ See <https://www.bbb.org/us/ca/san-diego/profile/tourist-attractions/seaworld-san-diego-1126-1007283/complaints>.

1 my Sea world acct where it again states no passes to cancel and no pending or
2 upcoming charges. I reach out to chat support where I am told they will cancel my
3 passes and have until 1/31/23 to use them. I ask for a refund and my chat was ended.
4 I reached out by email where I was told I will not get a refund. I wish I could just
5 keep them but clearly cannot afford them and it is not fair that there is no indication
6 that the passes are active when I am logged into my Sea world account. It is not fair,
and it is definity taking advantage of people. I will attach the terms which not only
says you can call to cancel but that you can also do so by logging into your E-Z pay
acct which is false because I did that and was still charged. I clearly need the \$120
more than Sea World does.

7 01/04/2023

8 I bought a ticket to visit Seaworld San Diego on April 6, 2021, and chose to pay
9 monthly for 1 year. This means that the payment will end on 06/04/2022. But from
10 06/04/2022 they still continue to withdraw money from my account without any
11 notification about renewal reminder or any form of email or correspondence. They
12 have not been transparent in this transaction, if I don't check the statement today,
13 they will probably charge me forever. Moreover, from the time I bought the ticket, I
14 only visited it once. On the other hand, my initial monthly payment is \$21/2 tickets.
But the amount increased to \$26.60/2 tickets beginning on 06/04/2022 without any
notice by mail or email. I suggest that this issue of lack of transparency should be
thoroughly addressed. And I believe many people suffer like me. Since June 2022
they have taken \$185.50 from me. I want an apology and a refund.

15 12/31/2022

16 On 12/31 I received an alert from my credit card company that I have a charge on my
17 account from SeaWorld. I purchased the Seaworld Platinum pass for my sister on
18 December 31, 2021 with the order number 2021****5146034, but I did not want to
19 renew it, nor did I authorize its renewal or was given any previous notice. No matter
20 the effort the website still shows Auto Renew On in the account. Seaworld charge
my card for \$270.90 on December 31, 2022. I attempted to call Seaworld but the line
has been busy for the last 2 hours, and also emailed that day. I canceled my pass on
December 31, 2022 but they provided no refund. I would like a full refund and
cancellation of my membership.

21 12/22/2022

22 Seaworld auto renews your annual pass without giving you any advanced warning
23 and refuses to refund my money. Their reasoning is that they put it in the terms and
conditions but they absolutely should let you know before charging your credit card.
Its outrageous and terrible customer service.

24 12/19/2022

25 I purchased an annual membership from SeaWorld San Diego on 05/10/21 for my
26 girl's and son's birthday. It's an annual membership that should expire a year after the
27 initial purchase. It is on EZPay for the company, which was never explained nor
28 communicated that the "cancelation of EZPay is the responsibility of the member." I
have been paying an extra \$20.50 every month since July 2022. There needs to be a
law against this kind of practice especially if your employees does not explain or

1 communicate that the customer is responsible for the cancelation of the "annual
2 pass". That's a total of \$123 that I am owed.

3 12/07/2022

4 We purchased Silver Annual Passes on November 29, 2021 and enjoyed them over
5 the last year! However, due to other factors, we decided not to renew our passes for
6 this upcoming year. We were shocked and surprised that there was a charge for
7 \$289.80 on 11/29/2022 without our confirmation or consent! We immediately
8 followed up with chat (on 11/30) a subsequent phone (12/1), and were told there was
9 nothing that could be done to reverse the charge. My understanding is that the auto
10 renewal laws have been revised to clearly notify annual members ***** days prior to
11 being charged for a renewal membership. There was no such notification and we are
12 disappointed in what seems to be unfair business practices.

13 12/07/2022

14 I got the Seaworld Silver pass for all my family during Black Friday 2021. I did not
15 want to renew it. Today, to my horror I see they charged me \$575 without my
16 authorization and previous notice. I find it quite deceitful and misleading. Had I
17 know it had an autorenewal I would have not signed up for it. They not even had the
18 decency to inform me of the charge. This is highly unethical and a predatory
19 practice. I demand a full refund immediately before I have to pay for the **** credit
20 card charge and they must stop this practice.

21 12/06/2022

22 I purchased a paid in full buy one get one half off season pass for my husband
23 ***** and I on Nov 28, 2021 using their Black Friday special. I
24 thought because I paid In full I would not be charged again. I just saw on my credit
25 card that I was charged ***** on 11/28/2022 for two passes. I was not notified via
26 email, mail or phone that my passes were going to auto renew. I called them on
27 11/30 when I saw the charge pending and asked for a refund. They said they cannot
28 as when I purchase the pass I acknowledged that I would auto Renew. I cant believe
they do this without sending out a reminder or notification to their customers. If you
pay in full you should be emailed and reminded that you will be charged again if you
dont cancel. What makes it worse is that we bought this on a special as I stated
before and they were offering this *****. But they didnt even give us the
*****. They charged us the full price of two platinum passes. When I
called I explained we did not plan on renewing as my work has cut hours and we
couldnt afford it. She simply said too bad that they could not refund me and referred
me to the email on their website for further escalation. I emailed the same day
11/30/2022 but have not heard any response. I had even tried to cancel On the
website but it showed that I didnt thats passed to Cancel. Please help me to get a full
refun. Thank you. *****

12/06/2022

Hello. I keep getting charged by Sea world monthly. They never notified me for my
renewal. It was supposed to be just a year and it has gone on farther then the
payment I had purchased for.

1 12/06/2022

2 In November of 2021, I bought 17 Sea World annual passes as Christmas gifts for
3 my adult kids and grandkids. This was to be a one time gift and I bought them on a
4 buy one get one at half price offer. I was very surprised when I received a credit card
5 statement last week with a charge from Sea World to auto renew 4 of my annual
6 passes for a total of \$579.60. The renewal was made on November 19, 2022. I was
7 completely unaware that this would happen. I called Sea World on December 1,
8 2022 to inquire about a refund and was told that there was nothing that they could do
9 once the charge went through!! I also told them that now each of the four families
10 that I bought the passes for would have one pass per family which gets 1 family
11 member in and the others could not go with them. Apparently Silver Passes auto
12 renew but Fun Passes don't. As a retired senior, this was quite a shock!! In addition,
13 on November 19th when the four passes renewed there was the same promotion
14 going on where you could buy one pass at full price and get the second for half price.
15 This was offered to the general public but not to me!! I wouldn't have bought them
16 either way but thought this just added to the insult. Sea World should have sent a
17 notice that this was going to happen. I received nothing except a credit card charge.

18 12/06/2022

19 On 11/21 Sea World (*****) charged my checking \$289.80 for pass renew. This
20 was a surprise to me but maybe in the fine print. The fact they never contacted me
21 before submitting the charge to my account, allowing me to change, is a violation of
22 California law by a company located out of state. I truly believe the purpose of not
23 contracting me was sneaky to avoid any changes, border line con job. This is very
24 much below what I would expect from a organization like Sea world.

25 12/04/2022

26 \$579.60 unauthorized charged on my credit card. Annual passes got automatically
27 renewed without my knowledge. I called to beg them to cancel because were not
28 using their service anymore. 3 times they all read the same scripts telling me nothing
they can do. How can you get a way with charging for something we dont use?

29 11/30/2022

30 Last year I purchased three passes for my nephew and his family for Christmas
31 (11/16/2021). There was nothing stated online about passes having auto renewal. I
32 check my Citicard balance frequently and on 11/17/2022 I saw that Sea World
33 ***** charged my account \$434.70 (charge posted 11/16). I was shocked. I spoke
34 with three different customer service employees on 11/18 and all said the same thing:
35 "You needed to call on or before 11/16 and we cannot reimburse your account." The
36 supervisor was actually quite rude. I did not receive any notice from Sea World prior
37 to charging my account for these new passes (which I definitely did not/do not want).
38 It's shocking that a business enterprise like Sea World would have such a horrible
policy.

39 11/28/2022

40 I was an annual pass holder for SeaWorld San Diego and my passes expired two
41 days ago. I was then charged over \$600 for an auto renewal on the passes. I never

1 received any notification about this auto renewal and I did not give permission to
2 them to charge me for the renewal. The company refuses to refund the money and
3 said they will not help with anything. This company stole money from me and
probably hundreds if not thousands of other people with this unfair business practice.

4 11/26/2022

5 We purchased membership last year and just found out by looking at our credit card
6 that there was a \$579 charge. I called customer service and they said they cancelled
7 the auto renew but the charge is non refundable for this year? We didnt receive any
8 email or text and we moved so we will no longer be able to use the membership at
9 all. I asked to speak to supervisor and she said there was nothing she can do except
for me to send an email. They were not helpful at all. This is very deceptive business
practice without asking for consent to renew. All our other membership will send
email or mail or some notification? Please issue the refund as this is quite a large
amount.

10 11/26/2022

11 I purchased two silver annual passes on November 15, 2021. The passes expired on
12 November 15, 2022. That same day my credit card was charged ***** for an auto
13 renewal of the passes. I never authorized SeaWorld San Diego to automatically
14 renew my passes. I called SeaWorld San Diego to dispute the charges and ask for a
15 refund. I explained that I did not authorize for an auto renewal and asked for a full
16 refund. I was informed that I would not receive a refund. I asked to speak with a
17 supervisor and explained to her that I did not authorize a renewal. She informed me
18 that she was not able to give me a refund either. I never authorized SeaWorld to
charge my credit card for the pass renewals. I went back and looked at my account
and it doesnt even give me an option to remove my credit card from my account!
This is predatory and they took complete advantage of us. I received no warning or
any sort of notification that my card would be charged and my passes would auto
renew. They also renewed at a higher price than I paid for last year!

19 11/23/2022

20 On 11/16/22 I was charged an automatic renewal fee for annual Sea World passes for
21 \$289.80 for me and my sister. I did not want to renew my passes and did not give
22 SeaWorld permission to charge my checking account for another year. I also did not
23 receive any email notification that our passes were expiring soon or that there was an
24 automatic renewal. My checking account was charged on 11/18/22 and on 11/19/22 I
25 called SeaWorld to try and get a refund and was told that it is not possible because I
checked the terms and conditions box and did not cancel before 11/16/22. I feel that
SeaWorld is taking advantage of people and they should have to make it clear that
when you sign up for an annual pass online you are agreeing for an automatic
renewal. Please help us get a refund for our passes and help other people who sign up
for annual passes!

26 11/18/2022

27 I signed up for 4 platinum annual passes through EZpay. The agreement states that I
28 will have to make 12 monthly payments and cannot cancel before then without
penalty. To my surprise, after the 12 months were over I continued to be charged the

1 monthly fee for 2 additional months before I noticed something was wrong. As soon
2 as I realized this overcharge, I logged into the website to review the status of my
3 passes. The website showed my passes as inactive so I decide I would call customer
4 service later to inquire about a refund. Before I had a chance to call, my card was
5 charged again this morning. I was taken aback so I chatted with an ambassador
6 online right away who stated I had signed up for auto renewal, and that all he could
7 do was cancel my plan, but not issue any kind of refund. He then disconnected the
8 chat. I was upset and called customer service right after to tell them what my
9 experience was and to again ask for a refund. The ambassador on the phone said he
10 could not issue a refund because my plan had been canceled by the ambassador
11 online. This is extremely upsetting and I am asking for a refund for the three
12 additional months that my card was charged after the 12-month agreement was
13 satisfied.

14 11/14/2022

15 On October 31, 2022, I was charged \$264 on my credit card, renewing a Silver Pass
16 to Seaworld-San Diego. I did not want to renew and never intended to renew, but
17 Seaworld will automatically renew once you buy a Pass. I called on November 1, I
18 called in an attempt to reverse this charge. The first call, the person answering said
19 she would have to call me back when she was "set up". I never received a call. I
20 called back on November 2 and reached the same person. I had the impression that I
21 was talking to a support team outside of the US. The conversation was difficult and I
22 asked to speak to a supervisor, after a five minute wait the same person came on
23 claiming to be the supervisor. I requested the credit to my card but have not received
24 the credit nor any communication from Seaworld. I sent a written complaint and
25 request for credit on their website with no response. I sent them a message via their
26 ***** page with no response. I have attempted several times since then to speak
27 to someone at Seaworld and they simply are not answering their phones. I just waited
28 48 minutes with no pick up of the call. All I want is my \$264 back. Obviously, I
would never patronize Seaworld again.

10/18/2022

1 I have a membership with Sea World San Diego but I did not know it had a auto
2 renew in place. Today they charged my card (October 18th) and I immediately called
3 them to ask if they could please cancel the renewal and refund my card since I do not
4 go to sea world and the rep refused. I asked for a manager, talked to agent *****
5 and explained that this unexpected charge place my account on overdraft, that my
6 family can no longer afford Sea World this year and to please refund my account or
7 cancel the charge (since it has just been placed today). They refuse to do so. Please
8 refund my account: ***** SWC 2021 Silver Pas Order
9 Summary #*****

08/27/2022

1 I purchased 5 Seaworld annual passes in march 2021 , I thought march of 2022 the
2 pass automatically ended . It auto renewed operantly and I kept being charged
3 without noticing . It was not until July of 2022 when my bank charged me an
4 overdraft fee of 35 for the Seaworld payment that I noticed I was still being charged
5 .the bank acct being used I only put money in when I know I have bills coming up . I

1 called and complained I did not agree to extending the pass and would I have known
2 I still had the passes I would have used them. They said they could not refund but
3 agreed to extend my passes until November 2022 and I would no longer be charged .
4 Fair enough that way we could use the passes that I did not know I was being
5 charged for . Now its august I got an email saying my passes where on hold for non
6 payment , Im busy I work I cant keep taking hours to keep calling. 1 week later I get
7 an email from my bank letting me know I overdrafted again because Seaworld once
8 again charged me . I called 2 hours later they do not want to refund me, and are only
9 offering to extend my pass until December. I no longer wish to go to Seaworld this
10 has been horrible. Overdraft fees plus charges.

11 08/19/2022

12 I purchased 3 Seaworld season passes in February 2020 and used the EZpay feature
13 to pay monthly. Covid hit the world shortly afterwards and there were all kinds of
14 restrictions and closure's for the next year. Because of the restrictions and regulations
15 we only used our passes a couple of times while we had them. So I paid for 1 year of
16 passes through monthly installments and then those payments stopped Jan of 2021.
17 Fast forward to today in August 2022 and I notice a charge on my credit card from
18 SeaWorld. I look back through my previous credit card statements and notice I have
19 been billed since each month since February 2022 for \$26.66. Apparently the
20 Seaworld EZpay system automatically renews you to month to month after your
21 season passes expire. After speaking with SeaWorld's "customer service", they
22 informed me that payment was suspended for 1 year because of Covid restrictions
23 but started back up the following year (hence Feb 2022 - 2 years after I bought the
24 passes). I checked my emails to see if I was alerted of this and nothing... I haven't
25 seen any notifications stating I would be auto renewed and need to cancel to avoid
26 this. This is in direct violation of the California Automatic Renewal Law (AB390)
27 that was signed into law stating that customers need to be informed ***** days
28 before auto-renewal. I think this is totally shady and caught me completely off-guard
(especially since a year passed between bills and I thought the passes were long over
and done with). I'm seeking reimbursement for the 7 months I've paid recently
without using my passes \$186.62. I had to call into Seaworld to stop the EZpay
moving forward but they offered me nothing as far as compensation for the past 7
months. *And to make matters worse while trying to get screenshots of my account
on Seaworld for payment history and after speaking with customer service they have
completely deleted my 3 season passes, which means even if i wanted to use what I
was charged for this month, i can't

08/08/2022

My family and I were Seaworld Gold Pass members. We moved out of California in
April and our season passes were due to expire in May. I didn't think anything of it. I
just noticed I was charged for the last 3 months for Seaworld passes. I called to see
what was going on and they informed me that the passes automatically renew, and
not just at the price I agreed to but an even higher price. They refused to refund the
money that was charged. I then asked for a copy of the contract. The first person I
talked to, *****, told me he could not send me a copy of the contract and that "it
was in the fine print". I tried calling another number and the girl, ***** tried to
email me a copy of the contract. She also stated a refund would not be possible.

1 After 20 minutes she could only send me copies of our passes and not the contract
2 that I supposedly agreed to. I am so disappointed in Seaworld. I feel like my family
3 and I have been ripped-off. That they are preying on and counting on people to just
4 trust them. I would like a total refund of \$201.

5 07/28/2022

6 On June 22, 2022, a charge for \$126.00 was charged to my credit card by Sea World
7 San Diego. There was no notification that this was going to occur, so I was not given
8 the opportunity to cancel. Sea World refuses to refund my money. According to the
9 changes made to the California Automatic Renewal Law and AB390: "Companies
10 are required to provide reminders about the renewal 15 to 45 days before it occurs to
11 customers who had agreed to an initial contract term lasting at least one year.... This
12 renewal notice must inform consumers that renewal will occur and provide
13 information about the length of the renewal term and how to cancel, such as a link
14 that directs the consumer to the cancellation process or another reasonably accessible
15 electronic method that directs consumers to the cancellation process (if no link
16 exists)." I want a refund in full to the card they charged.

17 07/27/2022

18 Purchased one year membership January 2020 to San Diego Sea World. Attended
19 park one time in January 2020. Got one email saying they would be extending
20 membership through September 2021. Got one email saying my membership ends
21 September 2021, Was not understanding that this membership AUTO-
22 RENEWS. Noticed I was being charged \$20/month in 2022. Called and CS would
23 not refund any of the new membership saying I signed a contract. Covid-restrictions
24 caused shut downs, I was not given warning it was being Auto-renewed, I have not
25 attended the park since January 2020 so they are not losing any money on this.
26 Requesting to be refunded the charges for 2022. Requesting they give warning that I
27 will be charged again for AUTO RENEW, especially after Covid and extensions.

28 07/05/2022

I had signed up for a yearly membership (3 family members) with Seaworld in June
2021. There was a monthly charge of 31\$ on my credit card. After a year, they
automatically renewed our membership and increased the charge by 25% (to 39\$)
without any written notifications or approvals. I called them and asked why they
renewed it and increased the charges without my preapproval. I was told it was in the
hidden in the contract I originally signed and they will not issue a refund even when
the called on the July 5. By now I have paid 2 months of overage accounting to
78\$. This is malpractice that vendors like Seaworld are allowed to increase charges
by 25% without any preapprovals. Hiding renewal inside so many fine prints is
wrong. They should be forced to resign contract even if charges are increased by 1
cent.

05/26/2022

On 8/24/22, it was brought to my attention that I had received two separate charges
for \$30.75 from SeaWorld for my expired season passes. My season passes expired
12/31/21 and they were already paid off. I logged into my SeaWorld account and it
showed that my passes were expired. I figured it was a system glitch due to the

1 random months that I was charged and I sent a contact request through the SeaWorld
2 email portal. I didn't receive a confirmation email or contact from SeaWorld for 24
3 hours, so I called ***** The employee told me that there was an auto
4 renewal for the season pass and I was suppose to cancel before it renewed. I
5 explained to the employee that I never received a confirmation of being charged or
6 that my season passes were active again. I was also confused that the pass would
7 renew several months into the new year. I requested a refund and the employee said
8 she could not refund my money due to the online agreement. I requested to speak to
9 a manager and she told me they were not available and they would tell me the same
10 thing. I am reaching out to BBB due to my inability to reach a manager at SeaWorld
11 to resolve this. I request a refund for \$61.50 due to unfair business practices of "auto
12 renewal" and the lack of notification that my passes were once again active.

13 69. Consumer complaints about Defendants' deceptive practices have recently attracted
14 the attention of the media, including a local San Diego affiliate of CBS (CBS8). After interviewing
15 the consumer who first contacted CBS8 about this matter and reviewing other consumer grievances
16 online and the process of buying an Annual Pass on Defendants' website, CBS8 found the common
17 grievance of consumers sufficiently noteworthy to report in both article and video format on
18 December 8, 2022.¹¹

19 70. With the news headline "Members question auto renewal of SeaWorld annual
20 passes," the article shared the experience of the individual who first notified CBS8 of the issue and
21 noted that many others have posted their grievances on Yelp and the Better Business Bureau.¹²
22 Both the article and the video also noted that CBS8 emailed SeaWorld about its auto-renewal terms
23 and practices, but SeaWorld did not respond.

24 71. While SeaWorld declined to answer questions from the media, sometime within the
25 next several weeks and apparently in response to this unfavorable media coverage, Defendants
26 added a vague claim "Convenient automatic renewal" to the Annual Pass offer page on their
27 website.¹³ Yet, Defendants still do not comply with the requirements of the ARL.

28 ¹¹ See <https://www.cbs8.com/article/news/local/working-for-you/members-question-seaworlds-annual-auto-renewal/509-3ad06fc8-08ea-4a4b-8efb-42c5e96b5a40>.

¹² In describing her own experience navigating the SeaWorld San Diego website, the news reporter described the "More Details" link as being in "small print", and the language regarding recurring charges cited in footnote 3, *supra*, as being in "more fine print." In the video, the news reporter also noted that "I missed it the first time."

¹³ The only other change implemented by Defendants after the news report was to introduce (for the first time) general language about renewal of full pay passes, which, like the language about passes paid in monthly installments, Defendants made accessible only if one were to notice and click the "More Details" link.

1 **CLASS ALEGATIONS**

2 72. Plaintiffs bring this action as a class action pursuant to Code of Civil Procedure §
3 382, on behalf of themselves and the following class:

4 All persons in California who purchased an annual pass to SeaWorld San Diego
5 through Defendants' website or software application any time from four years prior
6 to the date this action was first filed through the date of certification and had their
7 credit card, debit card, and/or a third-party payment account charged renewal fees
after the expiration of 12 months (the "Class"). Excluded from the Class are
Defendants as well as Defendants' affiliates, employees, officers and directors.

8 73. Plaintiffs reserve the right to amend the definition of the class if discovery or further
9 investigation reveals that the class should be expanded or otherwise modified.

10 74. Ascertainability and Numerosity: The members of the Class are so numerous that
11 joinder of all members would be impracticable. Plaintiffs reasonably estimate that each of the
12 proposed Classes consists of hundreds of thousands of consumers. Class Members can be identified
13 through Defendants' business records.

14 75. Predominant Questions of Law or Fact: Predominant common questions of law and
15 fact predominate over any questions affecting only individual members of the Class. These common
16 legal and factual questions, which do not vary from one class member to another and which may be
17 determined without reference to the individual circumstances of any class member. Predominant
18 common questions of law or fact for the Class, include, but are not limited, to the following:

- 19 a. Whether Defendants charged Plaintiffs and Class Members' payment methods for an
20 automatic renewal or continuous service without first obtaining their affirmative
21 consent to the automatic renewal offer terms or continuous service offer terms
22 provision;
- 23 b. Whether Defendants failed to present the automatic renewal offer terms or
24 continuous service offer terms in a clear and conspicuous manner and in visual
25 proximity to the request for consent to the offer before the Annual Pass was
26 purchased by Plaintiffs and Class Members;
- 27 c. Whether Defendants failed to provide Plaintiffs and Class Members with a notice
28

1 that the Annual Pass will automatically renew unless cancelled, the length of the
2 renewal period, methods of cancellation, and contact information for the business at
3 least 15 days and not more than 45 prior to the renewal;

4 d. Whether Defendants failed to allow Plaintiffs and Class Members to terminate the
5 automatic renewal exclusively online, at will, and without engaging any further steps
6 that obstruct or delay the ability to terminate immediately, either through a direct
7 link/button or immediately accessible termination email;

8 e. Whether Cal. Bus. Prof. Code § 17603, in conjunction with Cal. Bus. Prof. Code §
9 17200, *et seq.* provides for restitution for money paid by Class Members in
10 circumstances where the Annual Passes provided by Defendants are deemed
11 unconditional gifts;

12 f. Whether Defendants violated California's False Advertising Law ("FAL"), Cal. Bus.
13 & Prof. Code §§ 17500, *et seq.*

14 g. Whether, as a result of Defendants' conduct, Plaintiffs and the Class Members
15 suffered injury; and

16 h. Whether, as a result of Defendants' conduct, Plaintiffs and the Class Members are
17 entitled to equitable relief and/or other relief, and, if so, the nature of such relief.

18 76. Typicality: Plaintiffs' claims are typical of the claims of the Class because Plaintiffs
19 and all Class Members were injured by the same wrongful practices in which Defendants engaged.
20 Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of
21 the Class and are based on the same or similar legal theories.

22 77. Adequacy: Plaintiffs will fully and adequately protect the interests of the members of
23 the Class they seek to represent and have retained class counsel who are experienced and qualified
24 in prosecuting class actions, including consumer class actions and other forms of complex litigation.
25 Neither Plaintiffs nor their counsel have interests contrary to or conflicting with those of the Class.
26 Defendants have no defenses unique to Plaintiffs.

27 78. Superiority: A class action is superior to all other available methods for the fair and
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1 efficient adjudication of this controversy for, inter alia, the following reasons: prosecutions of
2 individual actions are economically impractical for members of the Class; the Class are readily
3 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
4 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
5 permits claims to be handled in an orderly and expeditious manner.

6 79. Plaintiffs do not anticipate any difficulty in the management of this litigation.

7 80. Defendants have acted or failed to act on grounds generally applicable to the Class,
8 thereby making appropriate final injunctive relief with respect to the Class as a whole.

9 81. Without a class action, Defendants will continue a course of action that will result in
10 further damages to Plaintiffs and members of the Class and will likely retain the benefits of their
11 wrongdoing.

12 82. Based on the foregoing allegations, Plaintiffs' claims for relief include those set forth
13 below.

14 **COUNT I**
15 **Violations of California's Unfair Competition Law,**
16 **California Business & Professions Code §§ 17200, *et seq.***
17 **(On behalf of Plaintiffs and the Class)**

18 83. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully
19 set forth herein. Plaintiffs bring this claim on behalf of themselves and on behalf of each member
20 of the proposed Class.

21 84. Defendants have, and continue to, engage in unlawful, unfair or fraudulent business
22 acts and/or practices within the meaning of the UCL California Business & Professions Code,
23 sections 17200, *et seq.* Defendants need only violate one of the three prongs of the statute to be held
24 strictly liable.

25 85. Defendants' business acts and practices are "unlawful" because they fail to comply
26 with California's Automatic Renewal Law, Cal. Bus. Prof. Code §§ 17600-17606 and California's
27 False Advertising Law, Cal. Bus. & Prof. Code, §17500, *et seq.* as alleged herein.

28 86. Plaintiffs reserve the right to identify additional provisions of the law violated by
Defendants as further investigation and discovery warrants.

1 87. The UCL prohibits any “unfair business act or practice.” The following practices
2 each constitute and “unfair” business act or practice: (i) Defendants’ automatic renewal of
3 Plaintiffs and Class Members’ Annual Passes without presenting auto-renewal offer terms to them
4 during the purchase process; (ii) Defendants’ charging Plaintiffs and Class Members’ renewal fees
5 (and in some instances, at increases rates) with obtaining Plaintiffs and Class Members’ affirmative
6 consent and authorization to the auto-renewal offer terms; (iii) Defendants’ failure to provide a
7 reminder of the upcoming auto-renewal; (iv) and Defendants’ making it difficult to terminate the
8 pass, and to do so exclusively online.

9 88. The gravity of the harm to Plaintiffs and members of the Class outweigh any
10 arguable utility of Defendants’ conduct. Plaintiffs’ and Class Members’ injuries are substantial, are
11 not outweighed by any countervailing benefit to consumers or competition, and are not ones that
12 consumers could have reasonably avoided.

13 89. Defendants’ conduct offends California public policy tethered to California’s ARL
14 and the FAL.

15 90. Defendants’ actions are immoral, unethical, and/or unscrupulous, and offend
16 established public policy, and have substantially injured Plaintiffs and other members of the
17 proposed Class.

18 91. Defendants had other reasonably available alternatives to further their legitimate
19 business interests, other than the conduct described herein, such as making clear and conspicuous
20 disclosures, obtaining affirmative consent from consumers before automatically renewing their
21 Annual Passes, reminding consumers of the upcoming renewal, and making it easy for them to
22 terminate the auto-renewal.

23 92. As a direct and proximate result of Defendants’ unlawful and unfair business
24 practices, Plaintiffs members of the Class have suffered economic injuries.

25 93. Further, Defendants conduct with respect to the automatic renewal of Annual Passes
26 purchased by Plaintiffs and Class Members as described herein violates the “fraudulent prong” of
27 the UCL. Such practices are likely to deceive members of the public.
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94. Plaintiffs and members of the Class reasonably relied upon Defendants' material misrepresentations and/or omissions to their detriment. Had Defendants complied with their obligations under the ARL, Plaintiffs and members of the ARL Class would not have purchased an annual pass or would have cancelled their pass sooner so as not to incur additional charges.

95. As a result of Defendants' fraudulent conduct, Plaintiffs and members of the proposed Class were damaged.

96. Pursuant to Section 17203 of the UCL, Plaintiffs, on their own behalf and on behalf of the Class, seek restitution and a court order enjoining Defendants from such future misconduct and any other such orders that may be necessary to rectify the unlawful, unfair, and fraudulent business practices of Defendants.

97. All products received from Defendants in violation of the Automatic Renewal Law, Cal. Bus. Prof. Code, §17602 constitute unconditional gifts and, therefore, Plaintiffs and members of the Class seek restitution in the amount of the renewal fees. Cal. Bus. Prof. Code, §17603.

98. Plaintiffs bring this action as private attorneys general and to vindicate and enforce an important right affecting the public interest. Plaintiffs and Class Members are therefore entitled to an award of attorneys' fees under Code of Civil Proc. § 1021.5 for bringing this action.

COUNT II
Violations of California’s False Advertising Law,
California Business & Professions Code § 17500, *et seq.*
(On behalf of Plaintiffs and the Class)

99. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein. Plaintiffs bring this claim on behalf of themselves and on behalf of members of the proposed Class.

100. California's False Advertising Law, Cal. Bus. & Prof. Code, §17500, et seq. makes it unlawful for any person to:

make or disseminate or cause to be made or disseminated before the public in this state, . . . , in any advertising devise . . . or in any other manner or means whatsoever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which

1 is untrue or misleading, and which is known, or which by the exercise of reasonable
2 care should be known, to be untrue or misleading, or for any person, firm, or
3 corporation to so make or disseminate or cause to be so made or disseminated any
4 such statement as part of a plan or scheme with the intent not to sell that personal
5 property or those services, professional or otherwise, so advertised at the price stated
6 therein, or as so advertised.

7 101. Defendants committed acts of false advertising, as defined by § 17500, by
8 intentionally making and disseminating statements to consumers in California and the general
9 public concerning Defendants' Annual Passes, as well as the circumstances and facts connected to
10 such them, which are untrue and misleading on their face and by omission, and which are known (or
11 which by the exercise of reasonable care should be known) by Defendants to be untrue or
12 misleading. Defendants have also intentionally made or disseminated such untrue or misleading
13 statements and material omissions to consumers in California and to the public as part of a plan or
14 scheme with intent not to sell the Annual Passes as advertised.

15 102. As stated herein, Defendants' statements and omissions falsely and misleadingly
16 conveyed to Plaintiff and Class Members that they were making a one-time purchase of a one-year
17 pass for San Diego SeaWorld that will expire at the end of the year, whereas in reality, Defendants
18 were enrolling consumers in a recurring subscription.

19 103. Defendants' statements and omissions in violation of § 17500, as described herein,
20 were likely to deceive reasonable consumers.

21 104. Plaintiffs and members of the Class reasonably relied upon Defendants' material
22 misrepresentations and/or omissions to their detriment. If the true facts were disclosed and not
23 omitted, Plaintiffs and members of the Class would not have purchased an annual pass or would
24 have cancelled their annual pass sooner so not to incur renewal fees.

25 105. As a result of Defendants' deceptive conduct, Plaintiffs and members of the
26 proposed Class were damaged.

27 106. All products received from Defendants in violation of the Automatic Renewal Law,
28 Cal. Bus. Prof. Code, §17602 constitute unconditional gifts and, therefore, Plaintiffs and members
of the Class seek restitution in the amount of the renewal fees. Cal. Bus. Prof. Code, §17603.

107. Pursuant to Section 17535, Plaintiffs, on their own behalf and on behalf of the Class,

1 seek restitution and a court order enjoining Defendants from such future misconduct and any other
2 such orders that may be necessary to rectify deceptive practices of Defendants.

3 108. Plaintiffs bring this action as private attorneys general and to vindicate and enforce
4 an important right affecting the public interest. Plaintiffs and Class Members are therefore entitled
5 to an award of attorneys' fees under Code of Civil Proc. § 1021.5 for bringing this action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs Lomeli and Blanco on behalf of themselves and members of the
8 Class, respectfully pray:

- 9 a) For an order certifying this action as a class action, appointing Plaintiffs Lomeli and
10 Blanco as representatives of the Class;
- 11 b) For an order permanently enjoining Defendants from engaging in the unlawful
12 practices alleged herein;
- 13 c) For an order of restitution and all other forms of equitable monetary relief;
- 14 d) For an award of attorneys' fees, costs, and expenses;
- 15 e) For an award of pre and post-judgment interest; and
- 16 f) For such other and further relief as may be just and proper.

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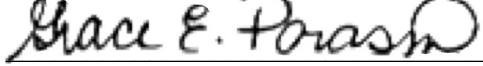
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1 **JURY TRIAL DEMAND**

2 Plaintiffs hereby demand trial by jury of all issues so triable.

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4 Dated: February 27, 2023

Respectfully submitted,

5 By: 

6 Grace E. Parasm (State Bar No. 308993)
7 gparasm@parasmoliebermanlaw.com
8 Yitzchak H. Lieberman (State Bar No. 277678)
9 ylieberman@parasmoliebermanlaw.com
10 PARASMO LIEBERMAN LAW
11 7119 W. Sunset Blvd., #808
12 Los Angeles, California 90046
13 Telephone: (646) 509-3913

14 Zack Broslavsky (State Bar No. 241736)
15 Jonathan A. Weinman (State Bar No. 256553)
16 BROSLAVSKY & WEINMAN, LLP
17 1500 Rosecrans Ave., Suite 500
18 Manhattan Beach, California 90266
19 Telephone: (310) 575-2550

20 *Attorneys for Plaintiffs Lomeli and Blanco,*
21 *individually and on behalf of a class of similarly*
22 *situated individuals*
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