

## **SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (hereinafter, the “Settlement Agreement” or “Agreement”) is entered into, by and between Plaintiff Daniel Blanco (“Named Plaintiff”), on behalf of himself individually, and on behalf of the class defined below, on the one hand, and SeaWorld Parks & Entertainment, Inc. and Sea World, LLC (collectively, “Defendants”), on the other. This Settlement Agreement sets forth all of the rights, duties, and obligations of Named Plaintiff on behalf of himself and the class defined below and Defendants. Named Plaintiff, the settlement class defined below, and Defendants are at times referred to herein individually as a “Party” and collectively as the “Parties.”

This Settlement Agreement is made as of November 20, 2024, and shall become effective on the Final Settlement Date, as defined below. This Settlement Agreement is for settlement purposes only and is conditioned upon the full and final settlement of all claims against Defendants as more fully set forth below.

### **RECITALS**

On February 28, 2023, the Named Plaintiff, along with Christopher Lomeli, filed a Class Action Complaint against SeaWorld in the Superior Court for the County of San Diego entitled *Lomeli and Blanco v. Sea World Parks & Entertainment, Inc., et al.* No. 37-2023-00008529-CU-BT-CTL (the “Action”). Named Plaintiff, along with Christopher Lomeli, brought the Action individually and on behalf of a putative class of California consumers. The complaint in the Action is attached hereto as Exhibit A.

Subsequently, the San Diego Superior Court, at the request of Christopher Lomeli, voluntarily dismissed Lomeli’s individual claims asserted in the Action.

In the operative complaint, Named Plaintiff alleges that Defendants’ practices regarding disclosure, affirmative consent and reminder of automatic renewal offer terms, the sale and renewal of annual passes to SeaWorld San Diego (as defined below) and cancellation rights in connection with a customer’s purchase of such annual passes violate various provisions of the California Business and Professions Code, specifically California’s Automatic Renewal Law, Unfair Competition Law and False Advertising Law.

Defendants dispute the claims made in this Action, deny that they have violated any provisions of the California Business and Professions Code, deny any liability to Named Plaintiff or any member of the settlement class, and deny that Named Plaintiff or the settlement class is entitled to any of the requested relief. By entering into this Settlement Agreement, Defendants do not admit any liability or wrongdoing of any kind or that any class can or should be certified, except for settlement purposes.

On November 20, 2024, the Parties participated in a mediation presided over by Bruce Friedman, Esq. of JAMS. The arm's-length negotiations that occurred at the mediation resulted in the Parties reaching a proposed settlement of the Action.

Settlement Class Counsel (as defined below) and Named Plaintiff believe that the Action has merit and have examined and considered the benefits to be obtained under this Settlement Agreement, the risks associated with the continued prosecution of the complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Settlement Class Counsel have fully investigated the facts and law relevant to the Action, and have conducted discovery. Settlement Class Counsel and Named Plaintiff have concluded that the settlement set forth in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of the members of the Settlement Class (defined below).

Without Defendants admitting liability, the Parties enter into this Settlement Agreement to avoid the further expense in time and resources of protracted litigation and to avoid the risks inherent in litigation. The Parties desire to settle the Action in its entirety with respect to all claims alleged in the complaint, or that reasonably could have been asserted based on the factual allegations contained in the Action, relating to or arising out of the automatic renewal of Annual Passes purchased through the SeaWorld San Diego website or mobile applications in California during the Settlement Class Period (as defined below), including federal claims. The Parties intend for this Settlement Agreement to bind the Parties and all members of the defined settlement class who do not opt out of the settlement class (as set forth below).

## **AGREEMENT**

In consideration of the foregoing recitals and the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree, by and through their respective counsel, subject to approval by the Court, as follows:

### **1. DEFINITIONS**

The following section defines terms not previously defined above. Some definitions use terms that are defined later in this section.

**1.1** “Annual Pass” means a twelve-month pass to SeaWorld San Diego.

**1.2** “Class Data” means the following identifying information in Defendants’ possession (where available) for each Settlement Class Member: the Settlement Class Member’s full name and email address, and home and/or billing address.

**1.3** “Court” means the Superior Court for the County of San Diego.

**1.4** “Defendants” means SeaWorld Parks & Entertainment, Inc. and Sea World, LLC.

**1.5** “Defense Counsel” means the law firm of Kinsella Holley Iser Kump Steinsapir, LLP.

**1.6** “E-mail Notice” means the legal notice summarizing the proposed settlement terms, as approved by Settlement Class Counsel, Defense Counsel, and the Court, to be provided to Settlement Class Members under Section 3.2(d) by e-mail. The E-mail Notice proposed to the Court for preliminary approval must be substantially similar to the form attached as Exhibit D.

**1.7** “Escrow Account” means an interest-bearing bank escrow account established and administered by the Settlement Administrator at a depository institution insured by the Federal Deposit Insurance Corporation, which shall hold the Settlement Amount in trust for the Parties and Participating Settlement Class members, as set forth herein.

**1.8** “Fairness Hearing” means the hearing at which the Court decides whether to approve this Settlement Agreement as a fair, reasonable, and adequate settlement.

**1.9** “Final Approval Order” means an order approving the settlement of this Action as set forth in this Settlement Agreement. As described in more detail below, Named Plaintiff, through Settlement Class Counsel, shall submit a motion for final approval of the Settlement Agreement at the Fairness Hearing and shall include a proposed Final Approval Order that is materially identical to the form attached as the Exhibit E.

**1.10** “Final Settlement Date” shall be the date the Court enters the Final Approval Order and Judgment, if no objections are filed. If an objection is filed and overruled, and no appeal is taken, then the “Final Settlement Date” shall be sixty one (61) days after the entry of the Judgment. If an objection is filed and overruled and a timely appeal is taken from the Final Approval Order, the “Final Settlement Date” shall be the day after the final resolution of that appeal or motion and any subsequent appeals or petitions for review or certiorari from the Final Approval Order, provided such appeals or reviews affirm the Final Approval Order.

**1.11** “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars (\$1,500,000.00), which is the total amount Defendants agree to pay under the Settlement Agreement.

**1.12** “Judgment” means the judgment entered by the Court based upon the Final Approval Order.

**1.13** “Long-Form Notice” means the legal notice of the proposed settlement terms, as approved by Settlement Class Counsel, Defense Counsel, and the Court, to be posted to the Settlement Website pursuant to Section 3.2(c). The Long-Form Notice submitted to the Court for preliminary approval must be materially identical to the form attached as Exhibit C.

**1.14** “Named Plaintiff” means Daniel Blanco, the remaining named Plaintiff in the Action, who the Parties seek to have appointed as class representative for purposes of settlement only.

**1.15** “Named Plaintiff’s Counsel” means the following law firms: Parasmol Lieberman Law; Broslavsky & Weinman, LLP; and Preston Law Offices.

**1.16** “Net Settlement Amount” means the Gross Settlement Amount (plus any accrued interest) less the following payments in the amounts approved by the Court: the Settlement Administration Payment, any Court-approved Settlement Class Representative Service Payment, and any Court-approved Settlement Class Counsel Fee and Expense Payment, as provided by this Agreement. The remainder is to be paid to Participating Settlement Class Members as Individual Class Payments.

**1.17** “Non-Participating Class Member” means a Settlement Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion pursuant to Section 3.8 of this Agreement.

**1.18** “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement pursuant to Section 3.8 of this Agreement.

**1.19** “Preliminary Approval and Provisional Class Certification Order” and “Preliminary Approval Order” mean an order preliminarily approving the settlement of this Action and provisionally certifying the Settlement Class. The order proposed to the Court must be materially identical to the form attached as Exhibit B.

**1.20** “Qualified Settlement Fund” means a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

**1.21** “Request for Exclusion” means a Settlement Class Member’s submission of a written request to be excluded from the Settlement pursuant to Section 3.8 of this Agreement.

**1.22** “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc., the neutral entity the Parties have agreed to appoint to administer the settlement and notice process provided for in the Settlement Agreement. By accepting the

role of Settlement Administrator, the Settlement Administrator agrees to be bound by the terms of this Settlement Agreement.

**1.23** “Settlement Administration Payment” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses incurred in providing notice and administration of this Settlement Agreement, including the cost of creating and e-mailing notice to Settlement Class Members, creating a Settlement Website, and distributing settlement funds, accounting, responding to class member inquiries, and all other duties and responsibilities of the Settlement Administrator.

**1.24** “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated according to the terms of this Agreement.

**1.25** “Settlement Class” means all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge. Excluded from the Class are all employees of the Defendants, Named Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

**1.26** “Settlement Class Counsel” means the following law firms: Parasmol Lieberman Law; Broslavsky & Weinman, LLP; and Preston Law Offices, in the event they are approved by the Court.

**1.27** “Settlement Class Counsel Fee and Expense Payment” means the amounts allocated to Settlement Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the action.

**1.28** “Settlement Class Member” refers to individuals who are members of the Settlement Class.

**1.29** “Settlement Class Period” means the period from February 28, 2019 to February 28, 2025.

**1.30** “Settlement Class Representative” means Daniel Blanco, the remaining named Plaintiff in the Action, who the Parties seek to have appointed as class representative for purposes of settlement only.

**1.31** “Settlement Class Representative Service Payment” means the payment to the Settlement Class Representative for initiating the Action and providing services in support of the Action.

**1.32** “Settlement Amount” means the amounts paid to the Settlement Administrator into the Escrow Account to fund the Settlement Agreement, and specifically make the distributions under Section 2 below.

**1.33** “Settlement Website” means a website set up by the Settlement Administrator for the sole purpose of providing the Settlement Class with notice of the proposed settlement.

## **2. SETTLEMENT PAYMENTS AND PROCEDURES**

**2.1 Gross Settlement Amount.** In consideration of the releases described below, Defendants agree to pay the total sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) into a non-reversionary common fund, as the Gross Settlement Amount. The Gross Settlement Amount described herein shall be the entire extent of any payment obligation by Defendants, and Defendants shall have no further obligation to make any other payments or provide any other benefits whatsoever except as specifically provided herein.

**2.2** No portion of the Gross Settlement Amount shall revert back to Defendants except as provided in Sections 2.7 and 3.11.

**2.3** Within fifteen (15) calendar days after the entry of the Preliminary Approval Order, Defendants agree to and shall wire the sum of Fifty Thousand Dollars (\$50,000) to the Escrow Account, an interest-bearing bank escrow account established and administered by the Settlement Administrator at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Administrator shall use the \$50,000 to establish a Qualified Settlement Fund.

**2.4** Within fifteen (15) calendar days after the Final Settlement Date, Defendants agree to and shall wire the additional sum of (One Million Four Hundred Fifty Thousand Dollars) \$1,450,000.00 (i.e., the remaining and unpaid portion of the Gross Settlement Amount) into the Escrow Account. The Settlement Administrator shall add the \$1,450,000 to the Qualified Settlement Fund.

**2.5** Any interest on funds in the Escrow Account shall accrue to the benefit of the Participating Settlement Class Members.

**2.6** The Settlement Administrator shall maintain control over the Escrow Account and Qualified Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Qualified Settlement Fund except as provided in this Agreement and with the written approval of Class Counsel and Defendants’ counsel or by order of the Court.

**2.7** In the event the Court does not approve the Settlement Agreement or enter the Final Approval Order, or if the Final Settlement Date does not occur for any

reason, the remaining Qualified Settlement Fund (including accrued interest), less (a) any Administration Expenses actually incurred, (b) any taxes owed as a result of the interest accrued by the Qualified Settlement Fund, and (c) any amounts incurred or due and owing and payable from the Qualified Settlement Fund in accordance with this Agreement, shall be refunded to Defendants.

**2.8 Payments from Gross Settlement Amount.** The Settlement Administrator shall make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

**a. To the Settlement Administrator:** A Settlement Administration Payment for reasonable fees and expenses incurred in providing notice and administration of this Settlement Agreement that shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) except for a showing of good cause and as approved by the Court. Within fifteen (15) calendar days after entry of the Preliminary Approval Order and upon written approval of Class Counsel and Defense Counsel, the Settlement Administrator shall pay a portion of the court-approved Settlement Administration Payment to itself to cover the costs of disseminating notice to the Settlement Class, processing opt-outs, reporting, monitoring, and any and all other duties and responsibilities of the Settlement Administrator that reasonably occur prior to entry of a Final Approval Order.

**b. To the Settlement Class Representative:** A Settlement Class Representative Service Payment to the Settlement Class Representative of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual Class Payment the Settlement Class Representative is entitled to receive as a Participating Settlement Class Member) for his efforts initiating the case and his role furthering the litigation and participating in its ultimate resolution.

Other than the value of his individual claim as a member of the Settlement Class, the service award ultimately ordered by the Court shall be the only additional payment to the Settlement Class Representative under this Settlement Agreement or in connection with the Action, and Defendants shall not be liable for any additional payment to the Settlement Class Representative. A reduction by the Court or by an appellate court of the service award, if any, will not be considered a material modification of this Settlement Agreement, and shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the service award payable to the Settlement Class Representative and increase the Net Settlement Amount payable to Settlement Class Members.

The Settlement Class Representative will seek Court-approval for the Settlement Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendants will not oppose a request for a Settlement Class Representative Service Payment that does not exceed Ten Thousand

Dollars (\$10,000.00). The Settlement Administrator will issue payment to the Settlement Class Representative within thirty (30) calendar days after the Final Settlement Date. Any service award paid to the Settlement Class Representative shall be reported on an IRS Form 1099 and provided to the Settlement Class Representative. The Settlement Class Representative assumes full responsibility and liability for any taxes owed on the Settlement Class Representative Service Payment.

**c. To Settlement Class Counsel:** A Settlement Class Counsel Fee and Expense Payment of not more than Thirty-Three and One Third Percent (33 1/3 %) of the Gross Settlement Amount, which is Five Hundred Thousand Dollars (\$500,000.00), in addition to costs not to exceed Twenty-Thousand Dollars (\$20,000.00) for reimbursement of Class Counsel's reasonable litigation expenses incurred in connection with the action.

The amount ultimately awarded by the Court shall be the only fees and costs paid to Settlement Class Counsel under this Settlement Agreement or in connection with the Action, and Defendants shall not be liable for any additional payment to Settlement Class Counsel. A reduction by the Court or by an appellate court of the fees and costs awarded to Settlement Class Counsel will not be considered a material modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Settlement Agreement, and shall only serve to reduce the amount of the fees and costs payable to Settlement Class Counsel, if any, and increase the Net Settlement Amount payable to Settlement Class Members.

**d.** Settlement Class Counsel's motion for attorneys' fees and costs shall be filed no later than sixteen (16) court days before the Fairness Hearing. Defendants will not oppose a motion by Settlement Class Counsel for attorneys' fees not to exceed Five Hundred Thousand Dollars (\$500,000.00) plus litigation costs (not to exceed \$20,000) for reimbursement of Settlement Class Counsel's reasonable litigation expenses incurred in connection with the Action. Any attorneys' fees and costs approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount to Settlement Class Counsel within thirty (30) calendar days after the Final Settlement Date.

**2.9 To Each Participating Settlement Class Member:** Each Participating Settlement Class Member shall receive a pro rata share of the Net Settlement Amount.

**2.10** An Individual Class Payment will be made by the Settlement Administrator to the Participating Settlement Class Members pursuant to the procedures set forth in this Section and Section 3, below. Participating Settlement Class Members do not need to submit a claim to receive their share of the Net Settlement Amount. This is not a claims-made settlement; there will be no reversion to Defendants.



**2.11 Effect of Non-Participating Settlement Class Members on Calculation of Individual Class Payments.** Non-Participating Settlement Class Members will not receive any Individual Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members.

**2.12 Revised Business Practices.** As soon as practicable prior to July 1, 2025, SeaWorld will update its website and mobile applications for SeaWorld San Diego, if necessary, to comply with the requirements of the Automatic Renewal Law (California Business and Professions Code Sections 17600-17606) that take effect on July 1, 2025. In doing so, Defendants will consider their practices relating to renewal notices, renewal rates, reminder notices, the cancellation process and the sequencing of the purchase flow for Annual Passes.

### **3. CLASS SETTLEMENT APPROVAL PROCEDURES.**

**3.1 Preliminary Approval and Provisional Class Certification.** As soon as practicable after this Settlement Agreement is signed, the Parties shall jointly move for an order provisionally certifying the Settlement Class and preliminarily approving the settlement embodied by this Settlement Agreement. The motion shall request that the Court:

a. preliminarily approve this Settlement Agreement as being the product of serious, informed, arm's-length non-collusive negotiations, having no obvious deficiencies, not improperly granting preferential treatment to the proposed Settlement Class Representative or segments of the Settlement Class, and falling within the range of possible approval;

b. preliminarily approve the form, method of providing notice, and content of the Long-Form Notice and E-mail Notice described in Section 3.2 and attached as Exhibits C and D;

c. stay all further proceedings in the Action until the Court renders a final decision on approval of the Settlement Agreement;

d. appoint the Named Plaintiff as Settlement Class Representative for settlement purposes only;

e. appoint Settlement Class Counsel as class counsel for settlement purposes only;

f. provisionally certify the Settlement Class under California Rules of Court, Rule 3.769 for settlement purposes only; and

**g.** set the date and time of the Fairness Hearing between one hundred and ten (110) and one hundred twenty-five (125) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability.

The proposed Preliminary Approval and Provisional Class Certification Order must be materially identical to the form attached as Exhibit B. Settlement Class Counsel shall have the obligation to prepare initial drafts of the motion for preliminary approval and supporting documents and to provide such drafts to Defense Counsel at least seven (7) days before filing. If the Parties disagree on any aspect of the proposed motion for preliminary approval and supporting documents, Settlement Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to resolve the disagreement.

**3.2 Notice of Settlement.** Subject to the Court entering a Preliminary Approval Order that is materially identical to the form attached as Exhibit B, the Parties agree that the Settlement Administrator will provide the Settlement Class with notice of the proposed Settlement by the following methods.

**a. Settlement Class Data.** Within twenty (20) calendar days after entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator the Class Data that they have in their system for each Settlement Class Member in a comma separated text file. The Settlement Administrator shall review the Class Data to remove duplicate records and records without a valid email address. To the extent possible, the Settlement Administrator shall resolve typographical or formatting errors from invalid email addresses to ensure maximum deliverability. The Settlement Administrator shall ensure that the information it receives from the Parties and the Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information.

**b. Estimated Class Size.** As of March 14, 2025, Defendants' preliminary estimate of the number of Settlement Class Members was 141,358 members.

**c. Settlement Website.** Starting no later than twenty (20) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will establish and maintain a Settlement Website. The Settlement Website will contain the information of interest to Settlement Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Long Form Notice, the Motion for Final Approval, the Motion for Settlement Class Counsel Fee and Expense Payment and Settlement Class Representative Service Payment, the Final Approval Order and the Judgment, the Complaint, and answers to FAQs. The Long-Form Notice will be materially identical to the form attached as Exhibit C.

**d. Notice.** Starting no later than forty (40) days following entry of the Preliminary Approval Order, or by such other date as the Court may establish, the Settlement Administrator will email the Court-approved Email Notice to the last-known unique and valid email address of each Settlement Class Member, as reflected in the Class Data. The E-mail Notice will be materially identical to the form attached as Exhibit D. For Email Notices for which a bounce code is received indicating that the message is undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to attempt to deliver the notice by email. The Email Notice will inform Settlement Class Members that they will have the opportunity to submit an election regarding the method by which that Settlement Class Member's payment will be transmitted after the Court grants final approval to the Settlement. Electronic payment options such as PayPal, Venmo, direct deposit/ACH, electronic MasterCard, or another electronic method the Settlement Administrator deems effective will be made available, or Participating Settlement Class Members may elect their payment be in the form of a paper check by providing the Settlement Administrator with a mailing address.

**e.** No later than sixty (60) days after the Final Settlement Date, the Settlement Administrator will transmit to each Participating Settlement Class Member an email allowing that person to select by what payment method they wish to receive their Individual Class Payment (the "Payment Election Email"). The Payment Election Email will be materially identical to the form attached as Exhibit F. Participating Settlement Class Members will have thirty (30) days to make their payment election. Electronic payments will be made available to each Participating Settlement Class Member within 2-5 business days of their election, and paper checks will be issued as soon as practicable after the thirty (30) day payment election period closes. To the extent the Settlement Administrator does not receive a Participating Settlement Class Member's election regarding a method for settlement payment, the Settlement Administrator will send at least two emails if a valid email address is available to Participating Settlement Class Members requesting such election, one at fifteen (15) days prior to the end of the election period, and one at seven (7) days prior to the end of the election period. For all participating Settlement Class Members who do not elect a payment method by the end of the election period, the Settlement Administrator will issue payment to those participating class members in the form of an electronic MasterCard. In the event any electronic payment is unable to be processed or a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by email. Unless the Court orders otherwise, any payment instrument not negotiated or completed within sixty (60) days of its transmission or mailing by the Settlement Administrator will be void.

**f.** Checks not cashed and electronic payments not claimed by the end of the 60-day stale period addressed above will be canceled and amounts of canceled and unclaimed payments will be sent to the unclaimed property division of the

state of California or distributed as otherwise ordered by the Court no later than ninety (90) days of the stale date. Checks shall be re-issued by the Settlement Administrator if such requests are received from Settlement Class Members before the transfer to the unclaimed property divisions has occurred. Defendants shall have no obligations or responsibility relating to the redistribution or reissuance of any canceled checks or the transmission of any amounts of canceled checks.

**3.3 Press Release.** Neither party will issue a press release regarding this action or the settlement of the action. However, the Settlement Administrator will issue a statewide press release over PR Newswire's California Newswire. For the avoidance of doubt, such press release will not be issued until Defense Counsel and Settlement Class Counsel have provided approval in writing with respect to the final version of such press release.

**3.4 Proof of Notice.** No later than seven (7) calendar days before the filing date for the motion in support of the Final Approval Order, the Settlement Administrator must provide a declaration(s) to Settlement Class Counsel and Defense Counsel confirming that the Settlement Administrator provided the Settlement Class with notice of the proposed settlement in accordance with Section 3.2.

**3.5 Objections.** Any Settlement Class Member who has not opted out of the Settlement Class pursuant to Section 3.8, below, and who wants to object to the Settlement Agreement must file a written objection with the Court at Superior Court of California, San Diego County, 330 West Broadway, Department 71, San Diego, California, 92101 and provide copies of the objection to Settlement Class Counsel, Defense Counsel, and the Settlement Administrator eleven (11) court days before the Fairness Hearing, unless the Court orders otherwise. The delivery date is deemed to be the later of the date the objection is deposited in the U.S. Mail as evidenced by the postmark, or the date the objection is emailed to the Settlement Administrator. Written objections must include: (a) the name and case number of the Action, "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.*, No. 37-2023-00008529-CU-BT-CTL"; (b) the full name, address, e-mail address, and telephone number of the person objecting; (c) the words "Notice of Objection" or "Formal Objection"; (d) all grounds for the objection, accompanied by any legal and factual support for the objection; (e) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (f) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature on the written objection (an attorney's signature shall not be deemed sufficient). Within one (1) business day of receiving any objection, the Settlement Administrator will provide copies of the objection to Settlement Class Counsel and Defense Counsel. The Court will file any objections in the public docket. Any person who submits an objection and their counsel (if any) shall be subject

to the Court's jurisdiction and venue with respect to their objection and the Settlement, and may be subject to discovery by the Parties.

**3.6** Any Settlement Class Member that mails a written objection as described in Section 3.5 above has the option to appear at the Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the Settlement Agreement, as long as the Settlement Class Members or their attorneys intending to make an appearance at the Fairness Hearing so indicated in their objection under a heading of "Notice of Intent to Appear." Only Settlement Class Members who timely mail objections containing Notices of Intent to Appear may speak at the Fairness Hearing. Settlement Class Members who fail to submit written objections as described in Section 3.5 will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement and the Settlement Class Member asserting such non-written objections shall be bound by the final determination of the Court.

**3.7 Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Fairness Hearing, or as otherwise ordered or accepted by the Court. To the extent any Party needs to confirm that a particular person is a Settlement Class Member, the Party may inquire of the Settlement Administrator and the Settlement Administrator may provide that information and the Class Data associated with that individual. Each Party is also entitled to copies of communications between a Settlement Class Member and the Settlement Administrator.

**3.8 Requests for Exclusion (Opt-Outs).** Settlement Class Members may elect to opt out of the Settlement Class and not to be bound by this Settlement Agreement. To make this election, Settlement Class Members must send a written Request for Exclusion to the Settlement Administrator stating (a) the name and case number of the Action, "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL"; (b) the full name, address, e-mail address, and telephone number of the person opting out; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked or emailed no later than eighteen (18) court days before the Fairness Hearing. The delivery date is deemed to be the date the opt-out is deposited in the U.S. Mail as evidenced by the postmark or the date the email is transmitted. Settlement Class Members who timely opt out of the Settlement Class shall: (a) have no right to receive any benefits under the Settlement Agreement; (b) not be bound by the terms of Settlement Agreement; and (c) have no right to object to the terms of the Settlement Agreement or be heard at the Fairness Hearing. Each Non-Participating Class Members must submit their written request for exclusion on their own behalf. Any Settlement Class Member who attempts to both object to and opt out of this Settlement

Agreement will be deemed to have opted out and will forfeit the right to object to this Settlement Agreement or any of its terms.

**3.9 Opt-Out List.** The Settlement Administrator must provide Defense Counsel and Settlement Class Counsel with a list of Settlement Class Members who have timely and validly opted out of the Settlement Class no later than ten (10) calendar days before the filing date for the motion in support of the Final Approval Order.

**3.10 Final Approval Order.** Before the Fairness Hearing, the Settlement Class Representative through Settlement Class Counsel shall apply for Court approval of a proposed Final Order, materially identical to the form attached as Exhibit E. The Parties' counsel shall file with the Court a complete list of all Settlement Class Members who have validly and timely opted out of the Settlement Class. Settlement Class Counsel will draft the motion for final approval or application papers and provide Defense Counsel with drafts of the motion or application and proposed order to review at least seven (7) calendar days before the filing deadline. The motion for final approval shall be filed no later than sixteen (16) court days before the Fairness Hearing. Defendants shall be permitted, but not required, to file their own brief in support of the Final Approval Order and, in any event, will not oppose the motion for final approval of the settlement.

**3.11 Action Status if Settlement Not Approved.** This Settlement Agreement is being entered into for settlement purposes only. If the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement Agreement or enter the Final Approval Order, or if the Final Settlement Date does not occur for any reason, then this Settlement Agreement will be deemed null and void *ab initio*. In that event, (a) the Preliminary Approval Order and/or Final Approval Order and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Settlement Class, conditional appointment of Named Plaintiff as Settlement Class Representative and conditional appointment of Named Plaintiff's Counsel as Settlement Class Counsel, (b) the Action will revert to the status that existed before the Settlement Agreement's execution date, (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding, and (d) Named Plaintiff and Named Plaintiff's Counsel shall have no obligation to make any payments or provide any other benefits whatsoever with respect to any sum paid to the Settlement Administrator or to the Escrow Account. If the Court does not approve the Settlement Agreement or enter the Final Approval Order for any reason, or if the Final Settlement Date does not occur for any reason, Defendants shall retain all their rights to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the

Settlement Agreement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

**3.12 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Settlement Class Counsel Fee and Expense Payment set forth herein, the Parties, their respective counsel, and all Participating Settlement Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

#### **4. APPROVAL AND RELEASES.**

**4.1 Approval and Enforcement.** The Parties agree that should the Court grant final approval of the Settlement Agreement, the order shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of the order.

##### **4.2 Named Plaintiff's Release.**

**a.** On the Final Settlement Date, the Named Plaintiff, and his respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, irrevocably, and forever released and discharged Defendants, and their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, related companies, joint ventures, divisions, and their current and former directors, officers, managers, operators, employees, agents, insurers, owners, shareholders, investors, members, attorneys, advisors, consultants, representatives, partners, and independent contractors, of and from any and all liabilities, claims, actions, causes of action, damages, costs, attorneys' fees, losses, obligations or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the operative complaint, relating to or arising out of the automatic renewal and/or cancellation of Annual Passes purchased through the SeaWorld San Diego website or mobile application which were automatically renewed by Defendants during the Settlement Class Period, including federal claims. The claims released by the Named Plaintiff include, but are not limited to, claims made by the Named Plaintiff and claims which could have been brought by the Named Plaintiff.

**b.** The Named Plaintiff specifically acknowledges that he may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those he now knows or believed to be true with respect to the matters released. The Named Plaintiff agrees that it is his intent to fully, finally, and forever settle and release all such matters that may exist, or might have existed and he intends to

release fully and finally all claims, known and unknown, suspected and unsuspected and intends to waive his rights under any statute concerning the release of unknown claims, and intends to waive his rights under Cal. Civ. Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY**

The Named Plaintiff further intends to waive his rights under any similar statute or other common law doctrine limiting or concerning the release of unknown claims.

**4.3 Participating Settlement Class Members' Release.** On the Final Settlement Date, each Participating Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, irrevocably, and forever released and discharged Defendants, and their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, related companies, joint ventures, divisions, and their current and former directors, officers, managers, operators, employees, agents, insurers, owners, shareholders, investors, members, attorneys, advisors, consultants, representatives, partners, and independent contractors, of and from any and all liabilities, claims, actions, causes of action, damages, costs, attorneys' fees, losses, obligations or demands, that were or reasonably could have been asserted based on the factual allegations contained in the operative complaint, relating to or arising out of the automatic renewal and/or cancellation of Annual Passes purchased through the SeaWorld San Diego website or mobile application which were automatically renewed by Defendants during the Settlement Class Period, including federal claims.

**4.4** Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order, the Named Plaintiff and each Participating Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, that arises from or relates to any of the claims they have released herein.



## **5. CONFIDENTIALITY.**

**5.1** Notwithstanding any other provision of this Settlement Agreement, the terms, conditions, settlement amounts and all other aspects of this Settlement Agreement shall remain strictly confidential until such time as the Parties move for an order provisionally approving the Settlement Agreement pursuant to Section 3.1. If, for any reason, the Parties do not move for an order provisionally approving the Settlement Agreement pursuant to Section 3.1, the terms, conditions, settlement amounts and all other aspects of this Settlement Agreement shall remain strictly confidential in perpetuity and will not be subject to disclosure to any person or entity other than the signatories hereto and their counsel. Additionally, the fact that the Parties conducted settlement negotiations and any proposed terms or representations made during such negotiations by any Party shall be inadmissible pursuant to California Evidence Code sections 1119 and 1152. The Parties may share this Settlement Agreement if so required by law, and with their insurers, attorneys or accountants who will agree to be bound by this confidentiality provision. Nothing in this provision shall preclude Named Plaintiff, Settlement Class Counsel, or Defense Counsel from communicating with the Court or the Settlement Administrator as may be necessary to effectuate, permit approval of, or enforce the Settlement Agreement.

## **6. COLLATERAL ATTACK AND PRECLUSIVE EFFECT.**

**6.1** This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the E-mail Notice after the Final Settlement Date. Such prohibited collateral attacks shall include, but are not limited to, allegations that the procedures for claims administration were incorrect, allegations that the Settlement Class Member failed for any reason to receive timely notice of the Action, or allegations disputing the calculation of any Settlement Class Member's individual settlement amount.

**6.2** Except as provided herein, neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Settlement Agreement.

**6.3** To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted to invalidate, nullify, or breach this Settlement Agreement, in whole or in part.

Any released party may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative or other tribunal.

## **7. ADDITIONAL PROVISIONS.**

### **7.1 No Admission of Liability.**

**a.** The Parties understand and acknowledge that this Settlement Agreement constitutes an accord and satisfaction, and a compromise and settlement, of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever to any other Party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Settlement Agreement. Neither this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement is, may be deemed to be, or may be used as an admission or evidence of the validity of any claim made by the Named Plaintiff, Settlement Class Members, or Settlement Class Counsel.

**b.** This Settlement Agreement reflects the Parties' compromise and settlement of the disputed claims alleged in the Complaint. Its provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law regarding wrongdoing by Defendants, or matters respecting class certification, by any person or entity, and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of any such admission or concession.

**7.2 Cooperation to Obtain Court Approval.** The Parties acknowledge that it is their intent to consummate this Settlement Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to obtain preliminary and final approval from the Court. This includes, without limitation, cooperating in responding to objections, addressing any appeals or appellate issues, and obtaining any further orders from the Court as may be necessary, all in furtherance of the terms of this Settlement Agreement only, and without imposing any further obligations on any Party inconsistent with or in addition to the obligations expressly set forth in this Settlement Agreement. The Parties must execute and deliver any additional papers, documents, and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

**7.3 Stay of Litigation.** The Parties agree that, upon execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement, or as otherwise mutually agreed by the Parties. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process, which shall include the time from November 20, 2024 through and including the Final Settlement Date, or if the Settlement is not approved or is reversed on appeal, the date of the order finally denying approval of the Settlement.

**7.4 Extensions of Time.** Unless otherwise ordered by the Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Settlement Agreement.

**7.5 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that they, including Named Plaintiff in his representative capacity on behalf of the Settlement Class, are the only persons having any interest in the claims asserted in this Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**7.6 Voluntary Agreement.** The Parties executed this Settlement Agreement voluntarily and without duress or undue influence.

**7.7 Binding on Successors.** This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, executors, trustees, and personal representatives.

**7.8 Parties Represented by Counsel.** The Parties acknowledge that: (a) they have been represented by independent counsel of their own choosing during the negotiation and preparation of this Settlement Agreement; (b) they have carefully read this Settlement Agreement and are fully aware of its contents; and (c) their respective counsel fully explained to them the Settlement Agreement and its legal effect.

**7.9 Authorization.** Named Plaintiff and each of the Settlement Class Members represents and warrants that he or she has neither assigned nor transferred all or any portion of any claim covered by the releases set forth in this Settlement Agreement to any person or entity. Each Party warrants and represents that there are no liens or claims of lien, in law or equity, against any of the claims or causes of action released by this Settlement Agreement and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge. Each person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

**7.10 Integrated Agreement.** This Settlement Agreement and its exhibits constitutes a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, superseding any and all and prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel. The Parties acknowledge and agree that they have not relied upon any covenants, agreements, representations, or warranties of any kind whatsoever that are not set forth in this Agreement, and that any representation or promise not included herein is not binding upon the Parties or enforceable.

**7.11 Modifications.** This Settlement Agreement cannot be amended or modified in any way except by an instrument in writing signed by all Parties.

**7.12 No Waiver.** No waiver of any provision of this Agreement shall constitute or be deemed a waiver of any other provision hereof, whether or not similar, or to be a continuing waiver unless expressly so indicated in writing. In no event shall any waiver of any of the provisions of this Agreement be binding unless it is in a writing signed by or on behalf of all Parties.

**7.13 Use of Class Data.** Upon request, the Settlement Administrator shall promptly provide Settlement Class Counsel with the Class Data associated with any Settlement Class Member that objects, requests exclusion, or otherwise inquires about the Settlement. Information provided to Settlement Class Counsel pursuant to California Evidence Code Section 1152, and all copies and summaries of the Class Data provided to the Settlement Administrator pursuant to this Settlement Agreement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court.

**7.14 Headings.** The headings and titles contained in this Settlement Agreement are inserted only for the convenience of the Parties and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

**7.15 Construction and Interpretation.** Neither a Party nor any of the Parties' respective attorneys will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect. Nothing in this Settlement Agreement shall be construed in a manner that would contravene any rule of professional conduct or rule of professional ethics, and to the extent any provision of this Settlement Agreement would otherwise violate such rule, it shall be null and void to the extent it or its enforcement would constitute such violation.

**7.16 Exhibits.** The exhibits to this Agreement are integral parts of the Agreement and Settlement and are incorporated into this Agreement as though fully set forth in the Settlement Agreement. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**7.17 Privilege Retained.** Nothing in this Settlement Agreement, the negotiations, and the mediation relating thereto is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including without limitation the attorney-client privilege or work product immunity, by any Party.

**7.18 Governing Law.** This Agreement is governed by California law and shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.

**7.19 Grammar.** The neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa.

**7.20 Later Discovered Facts.** The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement Agreement, and, even so, they agree that the Settlement Agreement, including without limitation the releases and waivers contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to the Parties relating thereto.

**7.21 Execution Date.** This Settlement Agreement is deemed executed on the date the Settlement Agreement is signed by all of the undersigned.

**7.22 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies and PDFs of executed copies of this Settlement Agreement may be treated as originals.

**7.23 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**7.24 List of Exhibits:** The following exhibits are attached to this Agreement:

Exhibit A - Complaint

Exhibit B - [Proposed] Preliminary Approval Order


Exhibit C - Long-Form Notice

Exhibit D - E-mail Notice

Exhibit E - [Proposed] Final Order and Approval

Exhibit F - Payment Election Email

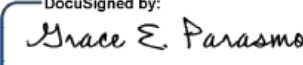
DATED: 3/26/2025

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DANIEL BLANCO

DATED: 3/26/2025


PARASMO LIEBERMAN LAW

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GRACE E. PARASMO  
Attorneys for Plaintiffs

DATED: 3/26/2025

BROSLAVSKY & WEINMAN, LLP

DocuSigned by:  


BBFD0BB0F8B84FB...  
ZACK BOSLAVSKY  
Attorneys for Plaintiffs

**[SIGNATURES FOLLOW ON NEXT PAGE]**

DATED: 3/26/2025

PRESTON LAW OFFICES

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Ethan Preston  
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ETHAN PRESTON  
Attorneys for Plaintiffs

DATED:

SEAWORLD PARKS &  
ENTERTAINMENT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED:

SEA WORLD, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED:

KINSELLA HOLLY ISER KUMP  
STEINSAPIR LLP

\_\_\_\_\_  
LAWRENCE Y. ISER  
Attorneys for Defendants  
SeaWorld Parks & Entertainment, Inc. and  
SeaWorld, LLC

DATED:

PRESTON LAW OFFICES

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ETHAN PRESTON  
Attorneys for Plaintiffs

DATED:

SEAWORLD PARKS &  
ENTERTAINMENT, INC.

By: Laurie Beechner  
Name: Laurie D. Beechner  
Its: Deputy General Counsel & VP Litigation

DATED:

SEA WORLD, LLC

By: Laurie Beechner  
Name: Laurie D. Beechner  
Its: Deputy General Counsel & VP Litigation

DATED:

KINSELLA HOLLY ISER KUMP  
STEINSAPIR LLP



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LAWRENCE Y. ISER  
Attorneys for Defendants  
SeaWorld Parks & Entertainment, Inc. and  
SeaWorld, LLC