

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JOSHUA MILLER, *on behalf of himself, and
all others similarly situated,*

Plaintiff,

v.

FESTIVAL FUN PARKS, LLC, d/b/a
PALACE ENTERTAINMENT, t/d/b/a
KENNYWOOD,

Defendant.

CIVIL DIVISION

GD-24

CLASS ACTION

AND NOW, comes the Plaintiff, Joshua Miller, on behalf of himself, and all others similarly situated, by and through the undersigned counsel, and files the within Class Action and in support thereof avers as follows:

1. Plaintiff Joshua Miller Da is an adult individual who resides in New Kensington, Pennsylvania.

2. Defendant Festival Fun Parks, LLC d/b/a Palace Entertainment, t/d/b/a Kennywood, is a Delaware Limited Liability Company with a place of business located at 4800 Kennywood Boulevard West Mifflin, PA 15122, Allegheny County.

3. At all times relevant hereto, Plaintiff, and all others similarly situated, purchased a season pass from the Defendant, entitling them to enter and enjoy Defendant's Kennywood amusement park for the entirety of the 2024 operating season of the park.

4. Defendant created online, print, television and e-mails advertising directed to Plaintiff, and all others similarly situated, enticing him to purchase the 2024 season passes, featuring the parks attractions, including, but not limited to, the Steel Curtain roller coaster.

5. The Steel Curtain began operation in 2019 and is billed as Defendant's "flagship attraction" at Kennywood Park that is "guaranteed to make a lasting impression" per Defendant's website.

6. Plaintiff, and all others similarly situated, in purchasing season passes, relied, to their detriment, that all rides at Defendant's park, including the "flagship attraction" Steel Curtain, would be operational during the 2024 season for which they purchased season passes.

7. On or about April 17, 2024, after Plaintiff had purchased his 2024 season pass with the belief all rides would be operational, Defendant announced the Steel Curtain would be closed for the entirety of the 2024 season.

8. It is believed, and therefore averred, that Defendant knew well in advance of April 17, 2024 that it would shut down the Steel Curtain for the 2024 season, and withheld this information from season pass purchasers as not to lose season pass customers, or, in the alternative, as not to offer a discount on season passes due to the unavailability of the Steel Curtain.

CLASS ACTION ALLEGATIONS

9. Paragraphs 1 through and including 8 of Plaintiff's Complaint are incorporated as if the same appeared herein.

10. Defendant issued a large number of season passes at varying price tiers prior to announcing on April 17, 2024 that the Steel Curtain would be closed for the season.

11. The Plaintiff, and all persons similarly situated, were purchasers of 2024 season passes prior to April 17, 2024, and were thus unaware that the Steel Curtain would be closed for the season, and relied, to their detriment, that all of the rides in Defendant's park would be functional in the 2024 season, including the Steel Curtain.

12. Defendant knew, or reasonably should have known, that the "flagship attraction" Steel Curtain would be closed for the 2024 season, and knowingly and/or intentionally withheld this information from the Plaintiff and all persons similarly situated.

13. Given that the fact pattern basis for Plaintiff Miller's claim, and the claims of all the potential class members are the same, being the same type of transaction, the questions of law governing this case, and the defenses, if any, available to the Defendant, would be the same.

14. Due to the large number of season passes issued, the class would be so numerous that joinder of all parties would be impracticable, such that a class action would afford a fair and efficient method for adjudication.

15. Plaintiff Miller would fairly and adequately assert the interests of the class, as his is iconic of the class members that were harmed by the Defendant's conduct. Plaintiff Miller is represented by the undersigned counsel who has practiced law for twenty (20) years and of

adequate resources to assure the interests of the class will not be harmed. Plaintiff Miller and undersigned counsel are free from any conflicts of interest in representing the class.

**COUNT I: MULTIPLE VIOLATIONS OF THE PENNSYLVANIA UNFAIR
TRADE PRACTICES AND CONSUMER PROTECTION LAW**

16. Paragraphs 1 through and including 15 of Plaintiff's Complaint are incorporated as if the same appeared herein.

17. Plaintiff Miller, and others similarly situated, made a purchase of season passes from Defendant for the 2024 season admitting them entry throughout the season to Defendant's Kennywood Park, which constitutes a consumer transaction for the purchase of goods and services as contemplated by the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1 et seq.

18. Defendant, despite the knowledge that the Steel Curtain "flagship attraction" would be closed for the 2024 season, sold 2024 season passes to Plaintiff Miller, and those similarly situated, knowing Plaintiff Miller and those similarly situated were purchasing 2024 season passes with the belief the Steel Curtain would be operational.

19. Defendant, through their actions and/or inactions in withholding information that the Steel Curtain would be closed for the 2024 season, violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1 et seq. in the following particulars:

- a) Violation of 73 P.S. 202-1(4)(v) by failing to disclose the closure of the Steel Curtain, despite the consumer expectation and belief it would be functional for the 2024 season.

- b) Violation of 73 P.S. 202-1(4)(v) by failing to disclose the closure of the Steel Curtain, despite the consumer expectation and belief it would be functional for the 2024 season, and therefore representing it would be functional and thus the 2024 season pass would have a particular quality, that being inclusive of the ability to ride the Steel Curtain.
- c) Violation of 73 P.S. 202-1(ix) by advertising 2024 season passes with the intent not to sell them as advertised. by withholding the information that the Steel Curtain would be closed for the 2024 season.

WHEREFORE, Plaintiff, for himself, and all others similarly situated, respectfully request judgment in their favor in an amount of \$100.00 per violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, or actual damages, whichever are greater, trebled, plus interest, attorney's fees, costs, and other amounts this Honorable Court deems appropriate.

COUNT II: UNJUST ENRICHMENT

20. Paragraphs 1 through and including 19 of Plaintiff's Complaint are incorporated as if the same appeared herein.

22. Plaintiff, and all others similarly situated, conferred a benefit to Defendant by paying a fee to obtain a 2024 season pass to Defendant's Kennywood Park.

23. The Defendant, by accepting payment from Plaintiffs, appreciated the financial benefit of selling the 2024 season passes to Plaintiff.

24. The acceptance and retention of the financial benefit conferred by Plaintiffs to Defendant, under the circumstances of the Defendant withholding from Plaintiff that the “flagship attraction” Steel Curtain rollercoaster would be closed for the season, creates a situation where it would be inequitable for the Defendant to retain the value, or full value, of the benefit conferred by Plaintiff, as the value paid would be less with the Steel Curtain being closed.

WHEREFORE, Plaintiff, for himself, and all others similarly situated, respectfully request judgment in their favor in an amount to be determined at trial, plus interest, attorney’s fees, costs, and other amounts this Honorable Court deems appropriate.

Respectfully submitted:



John A. Biedrzycki, III, Esquire
Attorney for Plaintiff
Pa. I.D. # 91400

JURY TRIAL DEMANDED

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Kennywood Amusement Park Steel Curtain Roller Coaster Closure Sparks Class Action Lawsuit](#)
