SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered by and between Plaintiff Andrea Velazquez, individually and on behalf of the Settlement Class ("Plaintiff" or "Class Representative"), on the one hand, and Defendant Festival Fun Parks, LLC, ("Festival Fun Parks" or "Defendant"), on the other hand (Plaintiff and Defendant collectively, the "Parties"), and is subject to approval in the action entitled *Velazquez v. Festival Fun Parks, LLC*, Case No. 24STCV20667, pending in the Superior Court of the State of California, County of Los Angeles (the "Court").

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. "**Action**" means *Velazquez v. Festival Fun Parks, LLC*, Case No. 24STCV20667 (Los Angeles Super. Ct.).

B. "**Administration Costs**" means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Payments, and processing Claim Forms.

C. "**Agreement**" means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. "**Claim**" means a claim made by a Claimant via the submission of a Claim Form to the Settlement Administrator pursuant to this Settlement Agreement.

E. "**Claimant**" means a Settlement Class Member who submits a Claim Form pursuant to this Settlement Agreement.

F. "**Claim Form**" means the claim form submitted by a Settlement Class Member, in substantially the same form as "**Exhibit D**."

G. "**Claim Deadline**" means the date one-hundred-and-twenty (120) days after the Notice Date, or such other date as ordered by the Court for the expiration of the Claim Period.

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H. "**Claim Period**" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. "**Claims Process**" means the process for Settlement Class Members' submission of Claims, as described in this Agreement and ordered by the Court.

J. "**Class Notice**" means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. "**Class Counsel**" means Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner, LLP.

L. "**Class Period**" means June 1, 2020, through the Preliminary Approval Date

M. "**Counsel for Festival Fun Parks**" means Elizabeth Del Cid and Alexis Arteaga of O'Hagan Meyer.

N. "**Effective Date**" means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) if the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of an appeal(s) of the Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

O. "**Eligible Claimant**" means a Claimant who has submitted a valid and timely Claim as determined by the Settlement Administrator.

P. "**Email Notice**" means notice of the proposed settlement to be provided to Settlement Class Members in substantially the same form as "**<u>Exhibit A</u>**."

Q. "**Fairness Hearing**" or "**Final Approval Hearing**" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the settlement set forth herein as fair, reasonable, and adequate and to enter the Final Approval Order.

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R. "**Fees, Costs, and Incentive Award**" means any and all award of attorneys' fees, costs, and expenses, including any fees and costs for experts and consultants, for Class counsel, as well as any Incentive Award to Plaintiff that may be awarded by the Court in recognition of the risks Plaintiff has undertaken and her time, cost, and effort in pursuing the Action on behalf of the members of the Settlement Class.

S. "**Final Approval Order**" means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the settlement in connection with the Fairness Hearing.

T. "**Gross Settlement Fund**" means the non-reversionary settlement payment of $850,000, to be paid by Festival Fun Parks for the benefit of the Settlement Class, to be funded pursuant to the schedule set forth in this Agreement, and to be used to pay all Claims of Eligible Claimants, as well as any Fees, Costs, and Incentive Award, and Administration Costs that are approved by the Court.

U. "**Incentive Award**" mean the reasonable payment, subject to Court approval, made to the Class Representative as compensation for her service in pursuing this Action.

V. "**Individual Out-of-Pocket Fees**" means the total amount of processing fees paid to Defendant by any one Settlement Class Member in connection with the Settlement Class Member's purchase(s) from the Raging Waters Website during the Class Period.

W. "**Long Form Notice**" means notice of the proposed settlement to be provided to Settlement Class Members in substantially the same form as "**Exhibit B**."

X. "**Mail Notice**" means notice of the proposed settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as "**Exhibit C**."

Y. "**Net Settlement Fund**" means the Gross Settlement Fund minus any Court-approved Fees, Costs, and Incentive Award, and Administration Costs.

Z. "**Notice Date**" means the date no later than 30 days after the Preliminary Approval Date, or such other date set by the Court, on which Class Notice is first issued.

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AA. "**Objection/Exclusion Deadline**" means the deadline to object or seek exclusion from the settlement, which shall be the date that is sixty (60) days after the Notice Date, or such other date set by the Court.

BB. "**Out-of-Pocket Fees**" means the aggregate amount of Individual Out-of-Pocket Fees for all Eligible Claimants.

CC. "**Out-of-Pocket Percentage**" for an Eligible Claimant means that Eligible Claimant's Individual Out-of-Pocket Fees divided by Out-of-Pocket Fees.

DD. "**Parties**" or "**Party**" means Plaintiff and Defendant.

EE. "**Preliminary Approval Date**" means the date the Court preliminarily approves the settlement, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

FF. "**Preliminary Approval Order**" means the order granting preliminary approval of the settlement.

GG. "**Raging Waters Website**" means Defendant's website located at www.ragingwaters.com.

HH. "**Released Claims**" means all claims to be released pursuant to this Agreement.

II. "**Settlement Administrator**" means Angeion Group, LLC—the third-party administrator agreed upon by the Parties—subject to approval by the Court.

JJ. "**Settlement Class**" means all persons residing in the United States who purchased admission tickets from www.ragingwaters.com between June 1, 2020, and the Preliminary Approval Date and paid a "Processing Fee."

Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural

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person or entity that entered into a release with Defendant prior to the Effective Date arising from the disclosure of the processing fees underlying the claims in the operative complaint in the Action.

KK. "**Settlement Class Member(s)**" means any member of the Settlement Class who does not submit a timely and valid request for exclusion from the settlement.

LL. "**Settlement Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Settlement Escrow Account will be at an FDIC-insured depository institution of the Settlement Administrator's choice (subject to any Party's reasonable veto). The Gross Settlement Fund shall be deposited by Defendant into the Settlement Escrow Account in accordance with the terms of this Agreement. The funds in the Settlement Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts; (ii) time deposit accounts and certificates of deposit; (iii) United States Treasury bills; and/or (iv) other similar instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Settlement Escrow Account shall be deemed Administration Costs.

MM. "**Settlement Payment**" means the payment sent by the Settlement Administrator to an Eligible Claimant.

NN. "**Settlement Website**" means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this Agreement.

OO. "**Website Notice**" means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. <u>LITIGATION BACKGROUND</u>

A. Plaintiff alleges that, during the Class Period, Defendant used drip pricing and hid the true price of tickets sold on the Raging Waters Website until purchase was almost complete. Near the end of the checkout process, Defendant added a mandatory "Processing Fee" to the price of its tickets. Based on these allegations, Plaintiff Andrea Velazquez filed suit on August 15, 2024,

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in the Superior Court of the State of California, County of Los Angeles. Plaintiff alleges that Defendant's drip pricing of its processing fee violates the unfair and unlawful prongs of California's Unfair Competition Law, and she also brings a quasi-contract/unjust enrichment claim. Plaintiff seeks injunctive relief and restitution in the amount by which Defendant was allegedly unjustly enriched through the processing fees it collected from ticket sales.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged disclosure practices were not unfair or unlawful as a matter of law.

C. On December 4, 2024, Defendant filed a motion to compel arbitration and stay proceedings, arguing that Plaintiff was bound by its arbitration clause. The Parties extensively briefed the arbitration issues raised by Defendant's motion, which included the submission of declarations from one of Defendant's employees and from Plaintiff. The Court issued an order on the motion to compel arbitration on January 17, 2025, denying Defendant's motion. Defendant filed its answer to the complaint on February 25, 2025.

D. When it denied Defendant's motion to compel arbitration, the Court also opened discovery. Plaintiff served her first set of discovery, including requests for the production of documents and special interrogatories, on January 30, 2025. Plaintiff served form interrogatories on February 6, 2025. Defendant served its responses to Plaintiff's requests for the production of documents and special interrogatories on March 3, 2025, and its responses to Plaintiff's form interrogatories on March 11, 2025. Defendant served Initial Disclosures on March 21, 2025. The Parties submitted a Stipulation and Protective Order, which was signed by the Court on April 28, 2025.

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E. The Parties began discussing settlement in February 2025. The Parties scheduled a mediation and, in the lead up to it, exchanged informal discovery, including financial and sales records relevant to Plaintiff's claims and alleged damages. Class Counsel spent significant time and effort analyzing these records to understand the potential damages models available to Plaintiff and the Settlement Class. The Parties also prepared mediation briefs that discussed the claims, defenses, and alleged damages in detail.

F. On July 22, 2025, the Parties participated in an in-person mediation in Los Angeles, with Mr. Bruce Friedman of JAMS. The Parties did not reach a settlement, but following the mediation, Mr. Friedman issued a mediator's proposal, which both Parties accepted on July 24, 2025. As a result of these lengthy, substantive, and good faith negotiations culminating in the mediation and mediator's proposal, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's defenses.

G. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Settlement Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. **Conditional Certification of Class.** For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent and agree to conditional certification of the Settlement Class, pursuant to the applicable rules governing class actions. This certification is conditional on the

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Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, or if the settlement for any reason does not reach the Effective Date, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Moreover, to the extent not already publicly disclosed, the Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding. Defendant agrees to certification of the Settlement Class for settlement purposes only. In the event the Agreement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 21 days. If after 21 days the Parties have not agreed to amended settlement terms, then the Parties will confer regarding proposed pre-trial and trial deadlines. The Parties agree to provide the Court with a proposed schedule within 35 days after an order of the Court denying preliminary approval.

B. **<u>Relief for the Settlement Class.</u>**

1. <u>Creation of Settlement Fund.</u>

a. Festival Fun Parks shall pay the Gross Settlement Fund as follows. Within ten (10) business days after the Preliminary Approval Date, Festival Fun Parks will deposit or cause to be deposited into the Settlement Escrow Account a cash sum equal to the Gross Settlement Fund.

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b. Interest earned on monies in the Settlement Escrow Account shall accrue to the benefit of the Settlement Class (and shall be available to pay Eligible Claimants pro rata), and shall accrue separately to Class Counsel and the Settlement Class in proportion to the Court-approved attorneys' fees and litigation cost reimbursement.

c. If the Effective Date is not achieved, then any monies in the Settlement Escrow Account including interest accrued shall be returned to Festival Fun Parks except those funds already paid to reimburse the Settlement Administrator for reasonable notice and administration fees and expenses actually incurred.

d. In the event that the Effective Date is not achieved, or if the settlement is reversed, vacated, or otherwise not given final approval for any reason, Class Counsel and the Class Representative shall, within thirty (30) days of written notice from Festival Fun Parks or order of the Court, return or cause to be returned to the Settlement Escrow Account any attorneys' fees, litigation costs, incentive awards, or other payments received by Class Counsel and the Class Representatives, respectively, pursuant to this Agreement, together with any interest accrued thereon. Class Counsel shall be jointly and severally responsible for ensuring repayment of such funds.

2. No Other Payments. Other than its contributions to the Gross Settlement Fund as set forth above, Festival Fun Parks shall have no obligation to make any additional payment whatsoever in connection with the settlement, this Agreement, the Notice Plan, and/or the settlement administration.

3. Festival Fun Parks's Dealings with Settlement Class Members. If contacted about the settlement, this Agreement, or a Claim by a Settlement Class Member, Festival Fun Parks will use reasonable efforts to refer that person to the Settlement Administrator by informing them that such inquiries should be directed to the Settlement Administrator and by providing to that person the name of the Settlement Administrator, the domain name of the Settlement Website, and the established toll free number regarding the settlement.

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4. Monetary Relief. The settlement shall provide the following monetary relief to Eligible Claimants from the Settlement Escrow Account.

a. The Net Settlement Fund will be distributed to Eligible Claimants on a pro rata basis, in proportion to the total amount of "Processing Fees" each Eligible Claimant paid during the Class Period, so that the Net Settlement Fund is exhausted. The pro rata payment to each Eligible Claimant will be equal to that Eligible Claimant's Out-of-Pocket Percentage multiplied by the Net Settlement Fund. The Out-of-Pocket Percentage shall be determined by the Settlement Administrator using Defendant's records.

5. Compliance: Festival Fun Parks changed its Raging Waters processing fee disclosures for California consumers in June 2024 and agrees to disclose all processing fees for such consumers in compliance with all California statutes governing drip pricing going forward.

6. Claim Process.

a. The Settlement Administrator will develop a Claim Form and submission process that contains reasonable anti-fraud provisions and mechanisms to facilitate the validation and verification of Claims and the allocation of Settlement Payments to Eligible Claimants.

b. Any Settlement Class Member who wishes to submit a Claim must timely complete and submit a Claim Form and provide the Settlement Administrator with all requested information. Class Counsel and Counsel for Festival Fun Parks shall have the right to review the Claim files of the Settlement Administrator at any time. The Settlement Administrator shall have the right to confer with Class Counsel and Counsel for Festival Fun Parks with respect to any Claim.

c. The Claim Form must be valid and complete on the first submission; however, the Settlement Administrator will have the right to request additional information to validate suspicions or identify potentially fraudulent Claims.

7. Claim Review. If the Settlement Administrator suspects fraud or misleading conduct with respect to any Claim, or receives a dispute regarding a payment, then the Settlement

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Administrator will bring the Claim to the attention of Class Counsel and Counsel for Festival Fun Parks, who shall meet and confer with the Settlement Administrator concerning the Claim, including whether the Claim should be denied or the payment adjusted. Class Counsel and Counsel for Festival Fun Parks shall have the right to challenge the acceptance or rejection of a submitted Claim and to obtain and review supporting documentation relating to such Claim. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Counsel for Festival Fun Parks as to the validity of any disputed submitted Claim. To the extent Class Counsel and Counsel for Festival Fun Parks are not able to agree on the disposition of a challenge, the disputed claim shall be determined by the Settlement Administration.

8. Distribution to Eligible Claimants. The Settlement Administrator shall begin paying timely, valid, and approved Claims no later than thirty (30) days after the Effective Date. The Settlement Administrator shall pay Eligible Claimants using the payment option selected by the Eligible Claimant on the Claim Form.

9. Uncashed Settlement Payment Checks. To the extent Settlement Payments are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Uncashed settlement checks may be reissued where appropriate, including where the Eligible Claimant states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of uncashed checks after the 180-day period will be sent by the Settlement Administrator to the National Consumer Law Center and will not revert to Defendant. Distribution of any such funds to the National Consumer Law Center shall comply with Code of Civil Procedure section 384. Within **fourteen (14) calendar days** of the expiration of the final uncashed settlement checks, Class Counsel shall report to the Court the total amount that was actually paid to the Class members, and any unpaid residue of the Gross Settlement Fund, so that the Court may amend the judgment to direct the Settlement Administrator to pay any unpaid residue to the National Consumer Law Center.

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C. **Releases.**

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Settlement Agreement (including all Settlement Payments, Administration Costs, and Fees, Costs, and Incentive Awards), except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Plaintiff and the Settlement Class shall fully release and discharge Defendant, together with all of its former, current, and prospective parent companies, subsidiaries, predecessor entities, successor entities, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, attorneys, insurers, successors, personal representatives, and heirs and assigns, including without limitation Palace Entertainment Holdings, LLC, Raging Waters, Festival Fun Parks, LLC, Herschend Family Entertainment Corporation (also known as HFE Corp.), Parques Reunidos (also known as Grpr), and O'Hagan Meyer, but only in their capacity as such (together, the "Discharged Parties") from all claims and causes of action that were alleged in the operative complaint, or which arise from the same facts alleged in the operative complaint in the Action. For the avoidance of doubt, the Released Claims do not include any personal injury claims or claims for bodily injury or property damage.

2. Class Representative's Release of Unknown Claims. Plaintiff expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

> 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.

Plaintiff hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiff, individually.

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3. Release of Class Representative and Class Counsel. Upon the date that the Release of Defendant becomes effective, except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiff, Settlement Class Members, Class Counsel, and their respective current and former attorneys, agents, representatives, successors, assigns, insurers, and affiliated entities, from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall, or may ever have against Plaintiff, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the institution or prosecution of the Action.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

> 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.

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

D. **Attorneys' Fees, Costs, and Incentive Award.**

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1. The Parties agreed to the material terms set forth in this Agreement and the structure of relief for the Settlement Class without discussing attorneys' fees or costs or an incentive award.

2. Plaintiff's attorneys' fees and costs, and an Incentive Award to Plaintiff, shall be paid from the Gross Settlement Fund. Within the time period established by the Court, and no later than fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Motion for Approval of Attorneys' Fees, Costs, and Incentive Award to be paid from the Gross Settlement Fund, which shall be included on the Settlement Website. In the Motion for Approval of Attorneys' Fees, Costs, and Incentive Award, Class Counsel and Plaintiff shall apply for the following: (a) attorneys' fees; (b) reimbursement of litigation costs plus reasonable costs estimated to be incurred through the Effective Date; and (c) an Incentive Award for Plaintiff.

3. Class Counsel agrees to limit its request for attorneys' fees to one-third (1/3) of the Gross Settlement Fund ($283,333.33), subject to approval by the Court. Defendant agrees not to object to a request for attorneys' fees of up to this amount. For the avoidance of doubt, in addition to seeking fees in this amount, Class Counsel may also move the Court for reimbursement of reasonably incurred litigation costs relating to the Action, subject to approval by the Court. Class Counsel has incurred $13,965.86 costs as of the execution of this Settlement Agreement. These expenses consist of filing and service fees and mediation costs.

4. Plaintiff may move for an incentive award of up to $2,500 in recognition of her time, costs, and effort in the Action. Defendant agrees not to object to an incentive award of up to this amount.

5. Any Fees, Costs, and Incentive Award approved by the Court shall be paid to Class Counsel out of the Gross Settlement Fund no later than seven (7) days after the Settlement Administrator distributes Settlement Payments to Eligible Claimants. Class Counsel shall then distribute the incentive award to Plaintiff.

6. Except for the payment of Fees, Costs, and Incentive Award out of the Gross Settlement Fund as specifically provided in this Agreement, Defendant does not agree to pay and

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shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiff, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator. The Settlement Administrator shall be appointed by the Court in the Preliminary Approval Order.

B. **Administration Costs.** The reasonable fees and expenses of the Settlement Administrator shall be paid from the Gross Settlement Fund, subject to Court approval. The Settlement Administrator has agreed to provide notice and administration services as described herein for an amount not-to-exceed $67,000. The not-to-exceed price is based on certain specifications provided to the Settlement Administrator, such as a class size of 157,737 Settlement Class Members, dissemination of Notice as set forth below in Section C.1 through C.7, and on Settlement payments being issued in a single distribution after a claims process. Notice and administration services are subject to additional costs if (a) the number of Settlement Class Members exceeds 157,737, (b) Notice is materially modified, (c) Settlement Payments must be issued in multiple distributions, or (d) additional services (out-of-scope) are required that were not contemplated in the cost estimate.

C. **Notice.**

1. Defendant will provide the Settlement Administrator a customer list of Settlement Class Members, including the name, Individual Out-of-Pocket Fees for each Settlement Class Member, the billing and/or shipping address associated with each Settlement Class Member, and the most current email address associated with a purchase on the Raging Waters Website, for the purpose of administering the settlement reached pursuant to this Agreement. This information

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shall be provided by Defendant to the Settlement Administrator no later than seven (7) days after the Preliminary Approval Date.

2. The Settlement Administrator shall commence providing Class Notice in the forms approved by the Court, as detailed below, no later than 30 days after the Preliminary Approval Date (the Notice Date).

3. Email Notice. On the Notice Date, the Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A-1** to the email addresses for Settlement Class Members identified by Defendant. No later than 60 days before the Claim Deadline, the Settlement Administrator shall provide for Email Notice by sending a second email substantially in the same form as **Exhibit A-2** to the email addresses for Settlement Class Members identified by Defendant. No later than 30 days before the Claim Deadline, the Settlement Administrator shall provide for Email Notice by sending a third email substantially in the same form as **Exhibit A-3** to the email addresses for Settlement Class Members identified by Defendant.

4. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the shipping and/or billing address provided by Defendant and associated with the Settlement Class Member's most recent purchase on the Raging Waters website. The Mail Notice will include a tear-off Claim Form, as shown in **Exhibit C**, that will allow Settlement Class Members to submit a claim by mailing back the tear-off Claim Form. The Settlement Administrator will also cause the mailing address information for Settlement Class Members to be updated using the National Change of Address registry.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online

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submission of Claim Forms, and instructions as to how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed, and (when applicable) notice of final judgment. These documents and information shall be available on the Settlement Website no later than the Notice Date and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

7. Translation. Email Notice and Mail Notice shall be primarily in English. Email Notice and Mail Notice shall contain a sentence in Spanish directing Spanish-speaking Settlement Class Members to the Settlement Website to access Spanish-translated versions of the Long Form Notice and Claim Form.

D. **Claims Process.** Settlement Class Members may submit a Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. The Settlement Administrator shall maintain records of all Claim Forms until **180 days**

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after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to Eligible Claimants. Such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the 180-day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. **Final Tally.** The Settlement Administrator shall provide weekly reports to Class Counsel and Counsel for Festival Fun Parks stating the number of Claims received and the number of any Claims that have been denied. Within **seven (7) calendar days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved, the total number of valid and timely objections to the settlement, and the total number of valid and timely requests to opt-out of the settlement. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

G. **Settlement Administrator Selection and Qualifications.** The Settlement Administrator was selected after Class Counsel solicited bids from three qualified, well-respected settlement administration companies, and the Settlement Administrator offered to provide the same administration services at the lowest price. According to Michael Lynch, the Executive Vice President of Client Strategy and Solutions at Angeion:

> Angeion Group, LLC is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over $15 billion to class members. It has regularly been approved by both federal and state courts to provide notice of class actions and claims processing services. Angeion's privacy practices are compliant with the

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California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination. Sensitive data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption. Further, our team conscientiously monitors the latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete. In addition, Angeion currently maintains

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a comprehensive insurance program, including sufficient Errors & Omissions coverage.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. **Objections.** Only Settlement Class Members may object to the Agreement. A Settlement Class Member who wishes to object to the Agreement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator. The Settlement Administrator will provide any written objections received to counsel within five (5) calendar days, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the objecting Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the objecting Settlement Class Member or his or her counsel intends to appear at the Fairness Hearing; (6) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that the objector paid a processing fee when purchasing tickets from the Raging Waters Website during the Class Period; and (7) the signature of the Settlement Class Member and her or his counsel, if any. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely submitted. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written

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objections submitted to the Court by Settlement Class Members in accordance with this Agreement. An objector can, on or before the Objection/Exclusion Deadline, withdraw their objection by submitting a written request to the Settlement Administrator stating their desire to withdraw their objection along with their written signature.

B. **Procedure for Requesting Exclusion.** Settlement Class Members who wish to opt out of this settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the individual's name, address, and phone number; (b) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (c) include a statement unambiguously requesting to be excluded from the class settlement and identifying case name and number, such as "I request to be excluded from the class settlement in *Velazquez v. Festival Fun Parks, LLC*, Case No. 24STCV20667 (Los Angeles Super. Ct.)." No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an individual's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any individual who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Payment, will not be bound by the Agreement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Agreement and any final judgment entered in this litigation if the settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the settlement. A member of the Settlement Class who opts out can, on or before the Objection/Exclusion Deadline, withdraw their request for exclusion by submitting a written request to the Settlement Administrator stating their desire to revoke their request for exclusion along with their written signature.

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C. **Ambiguity.** Any statement or submission purporting or appearing to be both an objection and a request for exclusion shall be treated as a request for exclusion.

D. **No Solicitation of Settlement Objections or Exclusions.** The Parties agree to use their best efforts to carry out the terms of this settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiff will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class in accordance with this Agreement and by the Notice Date; (e) establish a procedure for persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of Claims; (g) pending final determination of whether the settlement should be approved, bar and enjoin all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (h) pending final determination of whether the settlement should be approved, stay all proceedings in the Action except those related to effectuation of the settlement;

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(i) schedule the Fairness Hearing; and (j) provide that, in the event the proposed settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **sixteen (16) court days** before the Final Approval Hearing, or on a date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Payments; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

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VIII. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

IX. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Plaintiff, Class Counsel, Defendant, and Counsel for Festival Fun Parks will not attempt to discourage Settlement Class Members from filing claims.

X. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement, negotiations leading to it, and any related documents or statements constitute settlement communications and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability, wrongdoing, the appropriateness of class certification, or the validity of any claims. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XI. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

For The Settlement Class	**For Defendant**
Simon Franzini Martin Brenner Grace Bennett DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com martin@dovel.com grace@dovel.com	Elizabeth Del Cid Alexis Arteaga O'HAGAN MEYER 225 West 34th Street, 9th Floor New York City, NY 10122 edelcid@ohaganmeyer.com aarteaga@ohaganmeyer.com

XII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Agreement.

XIII. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement and not merely a recital unless specifically and expressly stated otherwise, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XIV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

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XV. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to approve, enforce, construe, or finalize this Agreement.

XVI. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Payments was improperly calculated or adjusted.

XVII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XVIII. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XIX. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

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XX. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXI. TAX CONSEQUENCES

No opinion concerning the tax consequences of this settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the settlement, if any.

XXII. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases, and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXIII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

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XXIV. CONTINUING JURISDICTION

The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Plaintiff, Defendant, a Settlement Class Member, Counsel for Festival Fun Parks, or Class Counsel under this Agreement, the Court may exercise all equitable powers over Plaintiff, Defendant, such Settlement Class Member, Counsel for Festival Fun Parks, or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[*Signatures on following pages.*]

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CLASS REPRESENTATIVE AND CLASS COUNSEL:

Dated: 5/13/2026

By: Signed by:
B174753FBECF460...
Andrea Velazquez, individually and on behalf of the Settlement Class

Dated: 5/13/2026

DOVEL & LUNER, LLP

By: DocuSigned by:
Simon Franzini
5ABC15D58A40496...
Simon Franzini
Attorney for Plaintiff

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DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: May 7, 2026

Festival Fun Parks, LLC

By:
Steve Earnest, Secretary
For Defendant Festival Fun Parks, LLC

Dated: 05/07/2026

O'HAGAN MEYER

By:
Elizabeth Del Cid
Attorney for Defendant

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database