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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CHARLES SIMON, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

SEAWORLD PARKS &
ENTERTAINMENT, INC., a
Delaware Corporation,

Defendant.

Case No. '21CV1488 DMS MSB

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE §§ 1750, et seq.;**
- (2) FALSE ADVERTISING, BUS. & PROF. CODE §§ 17500, et seq.;**
- (3) UNFAIR COMPETITION, CAL. BUS. & PROF. CODE §§ 17200, et seq.;**
- (4) BREACH OF CONTRACT;**
- (5) NEGLIGENT MISREPRESENTATION;**
- (6) INTENTIONAL MISREPRESENTATION AND FRAUD; AND,**
- (7) UNJUST ENRICHMENT.**

DEMAND FOR JURY TRIAL



INTRODUCTION

1
2 1. Plaintiff Charles Simon (“Mr. Simon” or “Plaintiff”) individually and
3 on behalf of all other persons similarly situated, by his undersigned attorneys, files
4 this Class Action Complaint against SeaWorld Parks & Entertainment, Inc.
5 (“SeaWorld” or “Defendant”) to, without limitation, stop Defendant’s wrongful
6 retention of consumers’ funds and to obtain damages and restitution as well as a
7 declaration that Defendant’s actions were unlawful as further set forth below.

8 2. Plaintiff alleges the following based upon personal knowledge as to
9 himself and his own acts, and on information and belief as to all other matters,
10 including, and based upon, *inter alia*, the investigation conducted by and through his
11 attorneys which includes, without limitation, a review of Defendant’s website,
12 public documents, and information readily obtainable on the internet.

13 3. At all times relevant herein, Defendant has operated, and continues to
14 operate, a theme park known as SeaWorld San Diego.

15 4. Defendant also operates 12 parks within the United States, including
16 (but not limited to) SeaWorld Orlando and SeaWorld San Antonio.¹ SeaWorld San
17 Diego is an animal theme park, oceanarium, outside aquarium and marine mammal
18 park located at 500 Sea World Drive, San Diego, California 92109.

19 5. Defendant is a self-proclaimed “leading theme park and entertainment
20 company[,] one of the world’s foremost zoological organizations[,] and a global
21 leader in animal husbandry, behavior management, veterinary care and animal
22 welfare.”² Defendant also owns or licenses a portfolio of recognized brands
23 including SeaWorld®, Busch Gardens® and Sea Rescue®.

24 6. Defendant’s website gives consumers various choices when it comes to
25 purchasing tickets to SeaWorld San Diego. Consumers have the option to purchase
26

27 ¹ <https://seaworldentertainment.com/buy-tickets/> (last visited Aug. 13, 2021).

28 ² <https://seaworldentertainment.com/about-us/> (last visited Aug. 13, 2021).



1 Date-Specific tickets, Two Day Tickets, Two Park Tickets (for SeaWorld and
 2 Aquatica San Diego), San Diego 3-for-1 Tickets (for admission to SeaWorld San
 3 Diego, San Diego Zoo, and San Diego Zoo Safari Park), Go San Diego® - 3-Day
 4 Passes, Fun Cards (for Unlimited visits in a year), and various 12 month Annual
 5 Passes.

6 7. Once a consumer selects a ticket online, they are presented with an
 7 option to upgrade their ticket by adding an “All-Day Dining Deal,” costing up to an
 8 additional \$44.99 per person.

9 8. On its website, Defendant advertises the “All-Day Dining Deal” as
 10 allowing consumers who purchase the deal to “[e]at and drink all day as often as
 11 once every hour at SeaWorld San Diego ...”³

12 9. The “All-Day Dining Deal” particularly allows purchasing adults (Ages
 13 10+) to: (a) visit a participating restaurant once every hour; (b) receive an entrée,
 14 plus a side order or desert; and (c) receive a soft drink or iced tea. It also allows
 15 children (Ages 3-9) to redeem a kids meal once per hour until participating
 16 restaurant(s)’ closing time.⁴

17 10. Defendant’s website lists various restaurants participating in the “All-
 18 Day Dining Deal,” including Explorer’s Café, Shipwreck Reef Café®, Calypso Bay
 19 Smokehouse, and Mama Stella’s® Pizza Kitchen at SeaWorld San Diego.

20 11. Once a consumer has purchased their ticket to SeaWorld San Diego on
 21 Defendant’s website, they receive a printable/digital ticket, which includes: (a) a
 22 description of the ticket with the day of admittance, (b) a scannable barcode, (c)
 23 directions on how to redeem the ticket, and (d) legal terms pertaining to the ticket’s
 24 use and applicability.

25 12. In addition to the restaurants listed on Defendant’s website

26 _____
 27 ³ <https://seaworld.com/san-diego/upgrades/enhance-your-day/> (last visited Aug. 13,
 2021).

28 ⁴ *Id.*

1 participating in the “All-Day Dining Deal,” the legal terms on the tickets also list
 2 Big Bird’s Bistro, Coral Market, Shark Market, and Orca West Market & Pretzel
 3 Shop as additional restaurants participating in the “All-Day Dining Deal.”

4 13. Plaintiff and other similarly situated individuals purchased their tickets
 5 relying on Defendant’s representation that consumers who purchased their ticket
 6 with the “All-Day Dining Deal” would receive a meal (including a side/dessert and
 7 drink) from a participating restaurant for each hour they were at the SeaWorld San
 8 Diego Park at no additional charge.

9 14. However, the tickets purchased by Plaintiff and other similarly situated
 10 individuals were rejected at many of the participated restaurants either listed on their
 11 tickets or on Defendant’s website, despite Plaintiff and other similarly situated
 12 individuals having purchased their tickets with the additional cost of the “All-Day
 13 Dining Deal.”

14 **I. JURISDICTION AND VENUE**

15 15. This Court has original jurisdiction over this action under the Class
 16 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d) because: (a) the amount
 17 in controversy exceeds \$5,000,000,⁵ exclusive of interest and costs; (b) the proposed
 18 Class consists of more than 100 Class Members; (c) Defendant is a citizen of a state
 19 different from that of the Plaintiff; and (d) none of the exceptions under the
 20 subsection apply to this action.

21 16. This Court has supplemental jurisdiction over the violations of the
 22 California Consumer Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*,
 23 Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*, False
 24

25 ⁵ According to the website located at
 26 https://growjo.com/company/SeaWorld_San_Diego#:~:text=Estimated%20Revenue%20%26%20Financials,currentl%20%24103.7M%20per%20year (last accessed
 27 August 13, 2021), the estimated annual revenue for SeaWorld San Diego is \$103.7
 28 million per year.

1 Advertising Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.* and claims for breach
2 of contract, fraud, conversion, and unjust enrichment as well as any other state
3 statutory and common law claims pursuant to 28 U.S.C. § 1367 (supplemental
4 jurisdiction over pendant state law claims).

5 17. This Court has both general and specific personal jurisdiction over the
6 Defendant because Defendant has conducted and continues to conduct substantial
7 business in the State of California and within the County of San Diego.

8 18. SeaWorld Parks & Entertainment, Inc., is registered with the California
9 Secretary of State to do business, and in fact does business in California under entity
10 number C0168406.

11 19. Defendant has sufficient minimum contacts in and with the County of
12 San Diego, California, and has intentionally availed itself of the markets within
13 California through the sale and provision of its goods and services to render the
14 exercise of jurisdiction by this Court reasonable.

15 20. Venue is proper in the United States District Court for the Southern
16 District of California pursuant to 28 U.S.C. § 1391(b) because a substantial part of
17 the events giving rise to the claims alleged herein occurred within this judicial
18 district and Defendants conduct substantial business within this judicial district.

19 **II. PARTIES**

20 21. Upon information and belief, SeaWorld Parks & Entertainment, Inc. is
21 a Delaware Corporation with its principal place of business in Orlando, Florida.

22 22. Upon information and belief, Defendant has, at all relevant times,
23 engaged in trade or commerce in California by advertising and offering goods,
24 services, merchandise, and vacation packages and accommodations to consumers
25 within California and throughout the country.

26 23. At all relevant times, Plaintiff Charles Simon has been and is a citizen
27 of the State of Nevada, and resides in Las Vegas, Nevada.



III. PLAINTIFF’S EXPERIENCE

1
2 24. On or about July 10, 2021, using his smartphone while physically present
3 in San Diego, California, Mr. Simon purchased tickets for himself and three of his
4 family members to visit SeaWorld San Diego on July 11, 2021.

5 25. After choosing the date on which he wanted to visit SeaWorld San Diego
6 with his family, Mr. Simon was presented with the option of including the “All-Day
7 Dining Deal” with each ticket he was about to purchase.

8 26. Instead of selling the “All-Day Dining Deal” for an additional cost of
9 \$44.99 to the ticket price, Defendant sold the “All-Day Dining Deal” as a bundle with
10 each ticket for a combined cost of \$99.99.

11 27. In effect, Plaintiff spent approximately \$40.00 more per ticket purchased
12 after bundling the “All-Day Dining Deal” with each of the tickets. As such, Plaintiff
13 spent an additional approximately \$160.00 to obtain the benefits of the advertised “All-
14 Day Dining Deal.”

15 28. On or about July 10, 2021, Mr. Simon received an email from Defendant
16 confirming his purchase. This email contained a section titled, “Your Purchase
17 Summary,” which outlined certain details about Mr. Simon’s ticket purchase, such as
18 the order number, order date, last four digits of the credit card used to purchase the
19 tickets, the cost of each ticket, the total cost of all four tickets, and the taxes paid on
20 those tickets. This summary also identified Mr. Simon’s Las Vegas, Nevada, address
21 as the billing and shipping address for the ticket purchase.

22 29. The same email contained a section titled “E-Ticket & Reservation
23 Details,” which outlined the type of tickets purchased (i.e., “Ticket & Reservation +
24 All-Day Dining – SeaWorld San Diego”), the date on which the ticket was valid (i.e.,
25 “7/11/2021”), and the names of Mr. Simon and his family members.

26 30. Upon reviewing information on Defendant’s website about the “All-Day
27 Dining Deal,” Plaintiff was led to believe that he, and each of the family members for
28 whom he would purchase a ticket with the “All-Day Dining Deal,” would receive one

1 meal per hour at the theme park at no additional charge at any of Defendant’s
2 advertised participating restaurants.

3 31. Relying on the representations that Defendant made on its website about
4 the “All-Day Dining Deal” and on the tickets, Plaintiff purchased four Date-Specific
5 Tickets with All-Day Dining to visit SeaWorld San Diego on July 11, 2021.

6 32. On July 11, 2021, Mr. Simon and three of his family members arrived
7 at SeaWorld San Diego and began to explore its various attractions, services and
8 amenities.

9 33. After spending a few hours at the park, Mr. Simon and his family
10 became hungry and desired to utilize the “All-Day Dining Deal” included with each
11 of their tickets, and visited the Calypso Bay Smokehouse to obtain food and
12 refreshments.

13 34. After standing in line at the smokehouse for approximately 45 minutes,
14 Plaintiff and his family were denied their free meals even though they had not
15 previously used their All-Day Dining tickets within the same hour.

16 35. After again waiting in line, Plaintiff underwent a similar experience
17 when he and his family presented their tickets at another participating restaurant, the
18 Orca West Market & Pretzel Shop, where restaurant employees refused to honor the
19 “All-Day Dining Deal”.

20 36. In fact, one of the employees at the Orca West Market & Pretzel Shop
21 told to Plaintiff and his family that the restaurant did not participate in the “All-Day
22 Dining Deal” program.

23 37. An employee further informed Plaintiff that Defendant had been
24 previously told that the particular restaurant did not participate in the “All-Day
25 Dining Deal” program. Thus, Defendant knowingly misrepresented to Plaintiff and
26 others similarly situated that various restaurants participated in the “All-Day Dining
27 Deal” program when that was not true.
28



1 38. Plaintiff also learned while in the theme park that the Big, Bird’s Bistro
2 restaurant was closed that day.

3 39. At this point in time, Plaintiff grew increasingly frustrated that both
4 Plaintiff and his family were unable to redeem the benefits of the “All-Day Dining
5 Deal” at, at least, two of the restaurants that Defendant previously had represented
6 were participating restaurants, and the fact the Big, Bird’s Bistro restaurant was
7 closed. Thus, Plaintiff contacted Defendant’s Guest Relations department in
8 writing, online the same day (i.e., July 11, 2021), expressing his negative experience
9 with the “All-Day Dining Deal” program not being offered as represented because
10 only some of the purportedly participating restaurants would honor the program.

11 40. The Guest Relations department did not contact Plaintiff until July 20,
12 2021—over one week after he had contacted them about his complaint.

13 41. In response to Plaintiff’s complaint, the Guest Relations representative
14 requested that Plaintiff email a clear photograph or screenshot of his tickets.

15 42. That same day, Plaintiff emailed both a PDF and screenshot of his ticket
16 to Defendant’s Guest Relations representative.

17 43. To date, Defendant’s Guest Correspondence Team has not responded
18 to Plaintiff’s last email.

19 **IV. CLASS ACTION ALLEGATIONS**

20 44. Plaintiff bring this action on behalf of himself and all others similarly
21 situated pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3),
22 and 23(c)(4).

23 **45. The Nationwide Class is defined as follows:**

24 All persons within the United States who paid monies during the period
25 of four years prior to the filing of the Complaint through the date of trial,
26 for the “All-Day Dining Deal” program at SeaWorld San Diego, where
27 one or more of the allegedly participating restaurant(s) were either not
28 participating in, or not honoring, the “All-Day Dining Deal” program on
the date of visit.



1 Such persons are referred to herein individually as a “Nationwide Class
2 Member” and collectively as the “Nationwide Class”.

3 46. **The California Class is defined as follows:**

4 All persons who while physically present in California paid monies
5 during the period of four years prior to the filing of the Complaint through
6 the date of trial, for the “All-Day Dining Deal” program at SeaWorld San
7 Diego, where one or more of the allegedly participating restaurant(s)
8 were either not participating in, or not honoring, the “All-Day Dining
9 Deal” program on the date of visit.

10 Such persons are referred to herein individually as a “California Class
11 Member,” and collectively as the “California Class”.

12 47. The Classes described in this Complaint may be collectively or
13 individually referred to as the “Class” or “Classes” and proposed members of the
14 classes may be individually and collectively referred to herein as “Class Members.”

15 48. The following people are excluded from the Class: (a) any judge or
16 magistrate presiding over this action and members of their families; (b) Defendant,
17 Defendant’s subsidiaries, parents, successors, predecessors, affiliates, and any entity
18 in which the Defendant or its parents have a controlling interest and their current or
19 former employees, officers, and directors; (c) persons who properly execute and file
20 a timely request for exclusion from the Class; (d) persons whose claims in this matter
21 have been finally adjudicated on the merits or otherwise released; (e) Plaintiff’s
22 counsel and Defendant’s counsel; and (f) the legal representatives, successors, and
23 assigns of any such excluded persons.

24 49. Plaintiff satisfies the numerosity, commonality, typicality, adequacy,
25 and predominance prerequisites for suing as a representative party pursuant to Rule
26 23 of the Federal Rules of Civil Procedure.

27 50. **Numerosity:** The exact size of each of the Classes is unknown and not
28 available to Plaintiff at this time, but is believed to consist of at least 100,000⁶

⁶ According to the website located at
<https://www.sandiegouniontribune.com/business/tourism/story/2020-07->



1 customers, making individual joinder in this case impracticable.

2 51. Class Members can be easily identified through Defendant’s records
3 and/or objective criteria permitting self-identification in response to notice, and
4 notice can be provided through techniques similar to those customarily used in other
5 consumer fraud, unlawful trade practices, and class action controversies.

6 52. **Typicality:** Plaintiff’s claims are typical of the claims of other Class
7 Members in that Plaintiff and the Class Members sustained actual damages that all
8 arise out of Defendant’s contracts, agreements, wrongful conduct and
9 misrepresentations, false advertising, and unlawful practices, and Plaintiff and the
10 Class Members sustained similar injuries and damages as a result of Defendant’s
11 uniform illegal conduct.

12 53. **Adequate Representation:** Plaintiff will fairly and adequately
13 represent and protect the interests of the Class and has retained counsel competent
14 and experienced in complex Classes actions to vigorously prosecute this action on
15 behalf of the Classes. Plaintiff has no interests that conflict with or are antagonistic
16 to those of the Classes, and Defendant has no defenses unique to Plaintiff.

17 54. In addition to satisfying the prerequisites of Rule 23(a), Plaintiff
18 satisfies the requirements for maintaining a class action under Rule 23(b)(2), (b)(3),
19 and (c)(4).

20 55. During the proposed Class Period, as set forth above, Defendant
21 represented on their attraction webpages and tickets in standardized uniform
22 language that purchasers of the “All-Day Dining Deal” could redeem one meal per
23 hour at any of its participating restaurants at no additional charge. However, “All-
24 Day Dining Deal” purchasers were denied access to meals at no additional charge
25 when they sought to redeeming their free meal(s) at advertised participating
26

27 16/seaworld-san-diego-only-major-theme-park-to-see-attendance-decline-in-2019
28 (last accessed on August 13, 2021), in “2019, 3,485,000 people visited SeaWorld
San Diego ...”



1 restaurants, including but not limited to Calypso Bay Smokehouse and Orca West
2 Market & Pretzel Shop.

3 56. Class Members purchased “All-Day Dining Deal” upgrades that were
4 falsely or misleadingly advertised in writing by defendant as being redeemable at
5 any of the several participating restaurants.

6 57. Plaintiff and the Class Members all purchased “All-Day Dining Deal”
7 upgrades with the promise that they would be able to receive meal(s) at no additional
8 cost from any participating restaurant for every hour they were at SeaWorld San
9 Diego, but they were deceived by Defendant’s false or misleading representations
10 and advertising, subjected to unfair business practices, and lost money as a result of
11 such practices, misconduct, and breaches of their agreements with Defendant.

12 58. Because Defendant’s misrepresentations were made during and in
13 connection with the ticket purchasing process, all Class Members including Plaintiff,
14 were exposed to and continue to be exposed to Defendant’s misrepresentations and
15 subjected to Defendant’s misconduct. If this action is not brought as a class action,
16 Defendant can continue to deceive and defraud consumers, breach their contracts,
17 and violate the law with impunity.

18 59. **Commonality and Predominance:** There are numerous questions of
19 law and fact common to the claims of Plaintiff and the Class, and those questions
20 predominate over any questions that may affect individual Class Members. Common
21 questions for the Class include, but are not necessarily limited to the following:

- 22 a. Whether Defendant charges a premium for the right of consumers to
23 participate in the “All-Day Dining Deal” program;
- 24 b. Whether Defendant represented to Plaintiff and the Classes that various
25 restaurants (including but not limited to Calypso Bay Smokehouse and
26 Orca West Market & Pretzel Shop) were part of the participating
27 restaurants in the “All-Day Dining Deal” program;
- 28 c. Whether Defendant knowingly represented to Plaintiff and the Classes that



1 various restaurants (including but not limited to Calypso Bay Smokehouse
2 and Orca West Market & Pretzel Shop) were part of the participating
3 restaurants in the “All-Day Dining Deal” program when those restaurants
4 did not participate in, or honor, that program;

5 d. Whether at least one of the restaurants that allegedly participated in the
6 “All-Day Dining Deal” program declined to provide Plaintiff and the
7 Classes with at least one meal while Plaintiff and the Class on their date of
8 visiting;

9 e. Whether the Big, Bird’s Bistro was closed on the date of visit by Plaintiff
10 or the Class Members;

11 f. Whether Defendant’s advertising omissions and misrepresentations
12 constituted false advertising under California law;

13 g. Whether Defendant’s misrepresentations and omissions about Plaintiff’s
14 and the Class’s right to meals was likely to deceive, confuse, or create a
15 misunderstanding;

16 h. Whether Defendant’s conduct constituted a violation of California’s
17 Unfair Competition Law;

18 i. Whether Defendant’s conduct constituted a violation of California’s
19 Consumer Legal Remedies Act;

20 j. Whether Defendant misrepresented its products and services to include
21 characteristics, uses, or benefits which they do not have;

22 k. Whether the value of purchases for the “All-Day Dining Deal” program is
23 diminished by less restaurants participating in the program that was
24 advertised;

25 l. Whether Defendant advertised its products and services with intent not to
26 sell them as advertised;

27 m. Whether Defendant misrepresented that its products and services were the
28 subject of a transaction which had been supplied in accordance with





- 1 previous representations when they had not;
- 2 n. Whether Defendant breached its contracts or agreements with Plaintiffs
- 3 and the Class;
- 4 o. Whether Plaintiff and the Class were damaged as a proximate cause or
- 5 result of Defendant’s breaches;
- 6 p. Whether Defendant’s conduct, practices, and misrepresentations related to
- 7 the marketing, advertising, and sales of tickets and/or ticket upgrades for
- 8 its goods and services, were unfair, deceptive, confusing, misleading,
- 9 and/or unlawful in any respect, thereby violating the FAL, UCL, and other
- 10 applicable state laws;
- 11 q. Whether Defendant collected, took, or received monies in Defendant’s
- 12 possession and belonging to Plaintiff and the Class and wrongfully
- 13 retained such monies to its own use and benefit;
- 14 r. Whether Plaintiff and the Class are entitled to rescission,
- 15 restitution, injunctive, declaratory, or other relief; and
- 16 s. Whether members of the Class are entitled to any such further relief as the
- 17 Court deems appropriate.

18 60. **Superiority:** This case is also appropriate for class certification

19 because class proceedings are superior to all other available methods for the fair and

20 efficient adjudication of this controversy as joinder of all parties is impracticable. A

21 class action is superior to individual litigation because: (a) the amount of damages

22 available to individual plaintiffs are insufficient to make litigation addressing

23 Defendant’s conduct economically feasible in the absence of the class action

24 procedure; (b) individualized litigation would present a potential for inconsistent or

25 contradictory judgments, and increases the delay and expense to all parties and the

26 court system; and (c) the class action device presents far fewer management

27 difficulties and provides the benefits of a single adjudication, economies of scale,

28 and comprehensive supervision by a single court.

1 61. In addition, class certification is appropriate under Rule 23(b)(1) or
2 (b)(2) because: (a) the prosecution of separate actions by the individual Members
3 of the proposed Class would create a risk of inconsistent or varying adjudication
4 which would establish incompatible standards of conduct for Defendant; (b) the
5 prosecution of separate actions by individual Class Members would create a risk of
6 adjudications with respect to them which would, as a practical matter, be dispositive
7 of the interests of other Class Members not parties to the adjudications, or
8 substantially impair or impede their ability to protect their interests; and (c)
9 Defendant has acted or refused to act on grounds that apply generally to the proposed
10 Class, thereby making final injunctive relief or declaratory relief described herein
11 appropriate with respect to the proposed Classes as a whole.

12 62. The damages suffered by the individual Class Members will likely be
13 relatively small, especially given the burden and expense of individual prosecution
14 of the complex litigation necessitated by Defendant's actions. Thus, it would be
15 virtually impossible for the individual Class Members to obtain effective relief from
16 Defendant's misconduct.

17 63. Even if Class Members could sustain such individual litigation, it
18 would still not be preferable to a class action because individual litigation would
19 increase the delay and expense to all parties due to the complex legal and factual
20 controversies presented in this Complaint. By contrast, a class action presents far
21 fewer management difficulties and provides the benefits of single adjudication,
22 economy of scale, and comprehensive supervision by a single Court. Economies of
23 time, effort and expense will be fostered and uniformity of decisions ensured.

24 64. Defendant has acted on grounds applicable to the Classes, making final
25 injunctive relief or declaratory relief appropriate for the Classes as a whole. In
26 addition, Class damages will be adduced and proven at trial through expert testimony
27 and other competent evidence, including evidence exclusively in Defendant's
28 possession.

1 65. California law holds that the amounts paid by consumers for falsely
2 advertised services and goods is a proper measure of class damages and class
3 treatment is therefore appropriate under Federal Rule of Civil Procedure 23.

4 66. On information and belief, based on publicly available information,
5 Plaintiff alleges that the total amount in controversy exclusive of fees, costs, and
6 interest, based on the estimated revenues for sales for each of the Nationwide Class
7 and California Class during the proposed Class Period, each exceeds \$5 million.

8 **V. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**

11 **CAL. CIV. CODE §§ 1750, *ET SEQ.***

12 **[CALIFORNIA CLASS ONLY]**

13 67. Plaintiff realleges and incorporates the allegations elsewhere in the
14 Complaint as if set forth in full herein.

15 68. Plaintiff bring this claim individually and on behalf of members of the
16 proposed California Class.

17 69. The CLRA prohibits unfair or deceptive practices in connection with
18 the sale of goods or services to a consumer.

19 70. Moreover, the CLRA is meant to be “liberally construed and applied to
20 promote its underlying purposes, which are to protect consumers against unfair and
21 deceptive business practices and to provide efficient and economical procedures to
22 secure such protection.” Cal. Civ. Code § 1760.

23 71. The CLRA defines “services” as “work, labor, and services for other
24 than a commercial or business use, including services furnished in connection with
25 the sale or repair of goods.” Cal. Civ. Code § 1761(b). Access to one meal per hour
26 at no additional cost is being furnished as a service for other than a commercial or
27 business purpose to consumers.

28 72. Plaintiff and Class Members purchased “Services” from Defendant as



1 defined by the CLRA. Cal. Civ. Code § 1761(b).

2 73. Plaintiff and Class Members are “consumers” who paid fees for access
3 to Defendant’s services for personal, family or household purposes as defined by the
4 CLRA. Cal. Civ. Code § 1761(d).

5 74. Each of the purchases made by Plaintiff and the Class Members from
6 the Defendant were “Transactions” as defined by the CLRA. Cal. Civ.
7 Code § 1761(e).

8 75. Defendant is a “person” as defined by Cal. Civ. Code § 1761(c).

9 76. Defendant’s actions, representations, and conduct have violated, and
10 continue to violate the CLRA, because they extend to transactions that intended to
11 result, or which have resulted in, the sale of services to consumers.

12 77. Defendant’s advertising that each consumer who paid for an “All-Day
13 Dining Deal” upgrade program would receive one meal per hour from a participating
14 restaurant at no additional cost is false and misleading to a reasonable consumer,
15 including Plaintiff, because Defendant and its participating restaurants in fact
16 refused to honor their promise and instead charged full price for such meals.

17 78. Defendant, acting with knowledge, intentionally, and unlawfully
18 brought harm upon Plaintiff and the Classes by knowingly and/or purposefully
19 failing to properly disclose that many of its participating restaurants were either no
20 longer participating in the “All-Day Dining Deal” program or refusing to fulfill their
21 obligations under this program even though they were still participating in it.

22 79. Defendant, acting with knowledge, intentionally, and unlawfully
23 brought harm upon Plaintiff and the Classes by knowingly and/or purposefully
24 failing to ensure that the restaurants it listed on both its website and its tickets were
25 actually participating in the “All-Day Dining Deal” program.

26 80. The monetary value of the purchase(s) for the “All-Day Dining Deal”
27 program by Plaintiff the member of the Classes was at least substantially diminished
28 by less restaurants participating in the program than was represented by SeaWorld



1 San Diego.

2 81. Cal. Civ. Code § 1770(a)(5), prohibits “[r]epresenting that goods or
3 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
4 quantities which they do not have or that a person has a sponsorship, approval, status,
5 affiliation, or connection which he or she does not have.” By engaging in the
6 conduct set forth herein, Defendant violated and continues to violate Section
7 1770(a)(5) of the CLRA because Defendant’s conduct constitutes unfair methods of
8 competition and unfair or fraudulent acts or practices in that Defendant
9 misrepresented the particular characteristics, benefits, and quantities of the services.

10 82. Cal. Civ. Code § 1770(a)(7) also prohibits “[r]epresenting that goods or
11 services are of a particular standard, quality, or grade, or that goods are of a particular
12 style or model, if they are of another.” By engaging in the conduct set forth herein,
13 Defendant violated and continue to violate Section 1770(a)(7) of the CLRA because
14 Defendant’s conduct constitutes unfair methods of competition and unfair or
15 fraudulent acts or practices in that Defendant misrepresented the particular standard,
16 quality or grade of the services.

17 83. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or
18 services with intent not to sell them as advertised.” By engaging in the conduct set
19 forth herein, Defendant violated and continues to violate Section 1770(a)(9), because
20 Defendant’s conduct constitutes unfair methods of competition and unfair or
21 fraudulent acts or practices in that Defendant advertises services with the intent not
22 to sell the services as advertised.

23 84. Cal. Civ. Code § 1770(a)(14) further prohibits “[r]epresenting that a
24 transaction confers or involves rights, remedies, or obligations that it does not have
25 or involve, or that are prohibited by law.” By engaging in the conduct set forth
26 herein, Defendant violated and continue to violate Section 1770(a)(14), because
27 Defendant’s conduct constitutes unfair methods of competition and unfair or
28 fraudulent acts or practices in that Defendant is representing that the ticket,



1 membership, and vacation package purchase transactions confers or involves rights,
2 remedies, or obligations that they do not have which was intended to result in the
3 sale of services.

4 85. Plaintiff and the Class acted reasonably when they purchased
5 Defendant’s “All-Day Dining Deal” upgrade on the belief that Defendant’s
6 misrepresentations were true and lawful.

7 86. Plaintiff and the Class suffered tangible, concrete, injuries in fact
8 caused by Defendant because: (a) they would not have purchased or paid for
9 Defendant’s “All-Day Dining Deal” upgrade absent Defendant’s misrepresentations
10 and omissions of a warning that they would not in fact receive the meals promised
11 by Defendant at all locations represented by Defendant in the terms of the “All-Day
12 Dining Deal”; (b) they would not have purchased or paid for Defendant’s “All-Day
13 Dining Deal” upgrade on the same terms absent Defendant’s misrepresentations and
14 omissions; (c) they paid a price premium to add the “All-Day Dining Deal” upgrade
15 to Defendant’s tickets based on Defendant’s misrepresentations and omissions;
16 (d) Defendant’s “All-Day Dining Deal” upgrade did not have the characteristics,
17 benefits, or quantities as promised; and (e) Defendant never intended to refund
18 monies paid for their “All-Day Dining Deal” upgrades.

19 87. Defendant misrepresented the nature of Plaintiff’s and the Class
20 Members’ purchases when it falsely stated that the “All-Day Dining Deal” upgrade
21 would give them access to one meal from a participating restaurant at no additional
22 cost. These misrepresentations would and in fact did deceive Plaintiff, Class
23 Members, and other reasonable consumers.

24 88. On information and belief, Defendant’s violations of the CLRA
25 discussed above were done with the actual knowledge, intent, and awareness that the
26 conduct alleged was wrongful.

27 89. On information and belief, Defendant committed these acts knowing
28 they would harm Plaintiff and Class Members.



1 90. Plaintiff and Class Members were harmed as a direct and proximate
2 result of Defendant’s violations of the CLRA and are thus entitled to a declaration
3 that Defendant violated the CLRA.

4 91. Under California Civil Code § 1780(a), Plaintiff and members of the
5 Class seek injunctive and equitable relief for Defendant’s violations of the CLRA.

6 92. On August 20, 2021, Plaintiff, through his attorneys, placed in the mail
7 (certified mail return receipt requested) a demand for corrective action pursuant to
8 Cal. Civ. Code § 1782 addressed to Defendant and Defendant’s agent for service of
9 process.

10 93. If Defendant fails to respond to Plaintiff’s letter, fails to agree to rectify
11 the problems associated with the actions detailed above, or fails to give notice to all
12 affected consumers within 30 days of the date of written notice, Plaintiff reserves
13 the right to amend the Complaint to pursue claims for actual, punitive, and statutory
14 damages, as appropriate against Defendant. As to this cause of action, at this time,
15 Plaintiff seeks only injunctive relief under the CLRA.

16 94. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff
17 pursuant to Cal. Civ. Code § 1780(d).

18 **SECOND CAUSE OF ACTION**

19 **VIOLATIONS OF THE FALSE ADVERTISING LAW**

20 **CAL. BUS. & PROF. CODE §§ 17500, *ET SEQ.***

21 **[CALIFORNIA CLASS ONLY]**

22 95. Plaintiff realleges and incorporates the allegations elsewhere in the
23 Complaint as if set forth in full herein.

24 96. Plaintiff brings this claim individually and on behalf of the members of
25 the proposed California Class against Defendant.

26 97. Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it “unlawful for any
27 person to make or disseminate or cause to be made or disseminated before the public
28 in this state, ... in any advertising device ... or in any other manner or means



1 whatever, including over the Internet, any statement, concerning ... personal property
2 or services, professional or otherwise, or performance or disposition thereof, which
3 is untrue or misleading and which is known, or which by the exercise of reasonable
4 care should be known, to be untrue or misleading.”

5 98. Defendant engaged in a scheme of selling customers “All-Day Dining
6 Deal” upgrades even though Plaintiff, Class Members, and other consumers were
7 either unable or not allowed to redeem the benefits of that program at many of
8 Defendant’s participating restaurants. Defendant’s advertising and marketing of
9 their “All-Day Dining Deal” upgrade misrepresented and/or omitted the true content
10 and nature of Defendant’s services. Defendant knew that these statements were
11 unauthorized, inaccurate, and misleading.

12 99. Defendant’s advertising that their “All-Day Dining Deal” upgrade
13 would allow purchasers of that upgrade to redeem one meal per hour at any of its
14 participating restaurants is false and misleading to a reasonable consumer, including
15 Plaintiff, because Defendant and its participating restaurants in fact barred “All-Day
16 Dining Deal” upgrade purchasers from redeeming their meals while the purchasers
17 were at SeaWorld San Diego.

18 100. Defendant violated § 17500, *et seq.* by misleading Plaintiff and the
19 Class to believe that they would have access to one meal per hour from a
20 participating restaurant at SeaWorld San Diego when they paid an additional fee to
21 upgrade their tickets.

22 101. Defendant knew, or should have known through the exercise of
23 reasonable care, that its advertising of the “All-Day Dining Deal” upgrade is false
24 and misleading because not all of the restaurants that Defendant represented were
25 participating in the “All-Day Dining Deal” were in fact participating in that program
26 at SeaWorld San Diego.

27 102. Further, Defendant knew or should have known that it was defrauding
28 and/or breaking its promises to customers when both it was aware that several

1 allegedly participating restaurants refused or were refusing to provide “All-Day
2 Dining Deal” upgrade purchasers for reasons other than an attempt to use the
3 program more than once per hour at SeaWorld San Diego.

4 103. Plaintiff and the Class lost money or property as a result of Defendant’s
5 FAL violations because: (a) they would not have purchased or paid for Defendant’s
6 “All-Day Dining Deal” upgrade absent Defendant’s misrepresentations and
7 omissions of a warning that they would not in fact receive the meals promised by
8 Defendant through the terms of the “All-Day Dining Deal”; (b) they would not have
9 purchased or paid for Defendant’s “All-Day Dining Deal” upgrade on the same terms
10 absent Defendant’s misrepresentations and omissions; (c) they paid a price premium
11 for Defendant’s “All-Day Dining Deal” upgrade based on Defendant’s
12 misrepresentations and omissions; (d) Defendant’s “All-Day Dining Deal” upgrade
13 did not have the characteristics, benefits, or quantities as promised; and (e)
14 Defendant never intended to refund monies paid for their “All-Day Dining Deal”
15 upgrades.

16 104. Under the FAL, “[i]t is unlawful for any person, firm, corporation or
17 association, or any employee thereof with intent directly or indirectly to dispose of
18 real or personal property or to perform services” to disseminate any statement
19 “which is untrue or misleading, and which is known, or which by the exercise of
20 reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof.
21 Code § 17500.

22 105. Plaintiff and the Class suffered tangible, concrete injuries in fact as a
23 result of Defendant’s actions as set forth herein because they purchased “All-Day
24 Dining Deal” upgrades in reliance on Defendant’s false and misleading marketing
25 claims that they would receive one meal per hour from any participating restaurant
26 at SeaWorld San Diego.

27 106. Defendant’s business practices as alleged herein constitute unfair,
28 deceptive, untrue, and misleading advertising pursuant to the FAL because

1 Defendant advertised its “All-Day Dining Deal” upgrade in a manner that is untrue
2 and misleading, which Defendant knew or reasonably should have known.

3 107. Defendant profited from the sales of the falsely and deceptively
4 advertised “All-Day Dining Deal” upgrades to unwary and believing consumers.

5 108. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and
6 Class Members are entitled to injunctive and equitable relief and restitution.
7 Plaintiff and the Class Members have suffered damages in an amount to be
8 determined at trial. Plaintiff and the Class Members request the Court enter an order
9 awarding Plaintiff and the Class Members compensatory and punitive damages.

10 109. Plaintiff and the Class Members request the Court enter an order
11 awarding them mandatory restitution and that they are entitled to recover their
12 reasonable attorneys’ fees.

13 110. Plaintiff and the Class Members therefore also seek pre-and-post-
14 judgment interest and attorneys’ fees and costs as allowed by statute, including
15 without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any
16 common law “private attorney general” equitable doctrine, any “common fund”
17 doctrine, any "substantial benefit" doctrine, and/or any equitable principles of
18 contribution and/or other methods of awarding attorneys' fees and costs.

19 **THIRD CAUSE OF ACTION**

20 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

21 **CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.***

22 **[CALIFORNIA CLASS ONLY]**

23 111. Plaintiff realleges and incorporate the allegations elsewhere in the
24 Complaint as if set forth in full herein.

25 112. Plaintiff brings this claim individually and on behalf of the members of
26 the proposed California Class against Defendants.

27 113. Defendant is subject to California’s Unfair Competition Law, Cal. Bus.
28 & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair



1 competition shall mean and include unlawful, unfair or fraudulent business practices
2 and unfair, deceptive, untrue or misleading advertising”

3 114. Defendant’s advertising that customers would receive one meal per
4 hour from a participating restaurant at SeaWorld San Diego upon buying an “All-
5 Day Dining Deal” upgrade, is false and misleading to a reasonable consumer,
6 including Plaintiff, because many of the allegedly participating restaurants were
7 actually not participating in the “All-Day Dining Deal” program, yet Defendant has
8 not refunded customers the monies they paid or any portion of the monies paid for
9 that program.

10 115. Upon information and belief, Defendant continues to charge their
11 customers extra for the “All-Day Dining Deal” upgrade, while deceiving consumer
12 about the true nature of that program.

13 116. **Unlawful:** The acts alleged herein are “unlawful” under the UCL in
14 that they violate as described herein at least the following laws: (1) the False
15 Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*; and (2) the Consumers
16 Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

17 117. **Fraudulent:** A statement or practice is fraudulent under the UCL if it
18 is likely to deceive the public, applying a reasonable consumer test.

19 118. As set forth herein, Defendant’s claims relating to the online marking
20 of its “All-Day Dining Deal” upgrade are likely to deceive reasonable consumers
21 and the public. Defendant violated the “fraudulent” prong of the UCL by misleading
22 Plaintiff and the Class to believe that they would receive one meal per hour at any
23 participating restaurant while they were visiting SeaWorld San Diego.

24 119. **Unfair:** Defendant’s conduct with respect to the advertising and sale
25 of the “All-Day Dining Deal” upgrade is unfair because its conduct was immoral,
26 unethical, unscrupulous, or substantially injurious to consumers and the utility of
27 their conduct, if any, does not outweigh the gravity of the harm to their victims.

28 120. Defendant’s business practices, described herein, violate the “unfair”



1 prong of the UCL in that its conduct is substantially injurious to consumers, offends
2 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity
3 of the conduct outweighs any alleged benefits. Defendant’s advertising and promise
4 to provide one meal per hour at participating restaurants to purchasers of the “All-
5 Day Dining Deal” upgrade, while denying purchasers of that upgrade their right to
6 redeem their meals, is of no benefit to consumers.

7 121. Defendant’s conduct with respect to the advertising and sale of the
8 “All-Day Dining Deal” upgrade was also unfair because it violated California public
9 policy as declared by specific statutory or regulatory provisions, including but not
10 limited to the FAL and CLRA.

11 122. Defendant’s conduct with respect to the advertising and sale of the “All-
12 Day Dining Deal” upgrade is also unfair because the consumer injury is substantial,
13 not outweighed by benefits to consumers or competition, and not one consumers
14 themselves could reasonably have avoided.

15 123. Plaintiff and the members of the Classes acted reasonably when they
16 purchased “All-Day Dining Deal” upgrades based on the belief that they would be
17 able redeem their meals at any of Defendant’s participating restaurants at SeaWorld
18 San Diego.

19 124. Defendant profited from the sale of its falsely, deceptively, and
20 unlawfully advertised “All-Day Dining Deal” upgrade to unwary consumers.

21 125. Plaintiff, like other consumers, should not have to pay an additional
22 \$30-\$50 per ticket/person for the “All-Day Dining Deal” upgrade when several
23 purportedly participating restaurants were not actually participating in the “All-Day
24 Dining Deal” program at the time of the visit by Plaintiff and visits by members of
25 the Classes.

26 126. Plaintiff and the Class lost money or property as a result of Defendant’s
27 UCL violations because: (a) they would not have purchased or paid for Defendant’s
28 “All-Day Dining Deal” upgrade absent Defendant’s misrepresentations and



1 omissions of a warning that they would not in fact receive the meals promised by
2 Defendant through the terms of the “All-Day Dining Deal” at all locations; (b) they
3 would not have purchased or paid for Defendant’s “All-Day Dining Deal” upgrade
4 on the same terms absent Defendant’s misrepresentations and omissions; (c) they paid
5 a price premium for Defendant’s “All-Day Dining Deal” upgrade based on
6 Defendant’s misrepresentations and omissions; (d) Defendant’s “All-Day Dining
7 Deal” upgrade did not have the characteristics, benefits, or quantities as promised;
8 and (e) Defendant never intended to refund monies paid for their “All-Day Dining
9 Deal” upgrades.

10 127. Plaintiff and Class Members are likely to be damaged by Defendant’s
11 deceptive trade practices, as Defendant continues to disseminate, and is otherwise
12 free to continue to disseminate, misleading information. Thus, injunctive relief
13 enjoining this deceptive practice is proper.

14 128. Defendant’s conduct caused and continues to cause substantial injury
15 to Plaintiff and the other Class Members who have suffered concrete tangible injury
16 in fact as a result of Defendant’s fraudulent, unlawful, and unfair conduct.

17 129. In accordance with Bus. & Prof. Code § 17203, Plaintiff, on behalf of
18 themselves, Class Members, and the general public, seeks an order enjoining
19 Defendant from continuing to conduct business through unlawful, unfair, and/or
20 fraudulent acts and practices, and to commence a corrective advertising campaign.

21 130. Plaintiff, on behalf of themselves and Class Members, also seeks an
22 order for the restitution of all monies from the sale of the falsely advertised “All-
23 Day Dining Deal” upgrades that Defendant unjustly acquired through acts of
24 unlawful competition.

25 131. Plaintiff and the Class Members have suffered damages in an amount
26 to be determined at trial. Plaintiff and the Class Members request the Court enter an
27 order awarding them compensatory and punitive damages.

28 132. Plaintiff and the Class Members request the Court enter an order

1 awarding them mandatory restitution and that they are entitled to recover their
2 reasonable attorneys’ fees.

3 133. Plaintiff and the Class Members therefore also seek pre-and-post-
4 judgment interest and attorneys’ fees and costs as allowed by statute, including
5 without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any
6 common law “private attorney general” equitable doctrine, any “common fund”
7 doctrine, any "substantial benefit" doctrine, and/or any equitable principles of
8 contribution and/or other methods of awarding attorneys' fees and costs.

9 **FOURTH CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **[NATIONWIDE CLASS AND CALIFORNIA CLASS]**

12 134. Plaintiff realleges and incorporate the allegations elsewhere in the
13 Consolidated Complaint as if set forth in full herein.

14 135. Plaintiff brings this claim individually and on behalf of the members of
15 the proposed Nationwide Class and California Class against Defendant.

16 136. Plaintiff and each Class Member entered into a written, uniform,
17 standardized agreement and contract with Defendant for one meal per hour at any of
18 Defendant’s participating restaurants while visiting SeaWorld San Diego.

19 137. Plaintiff and each Class Member performed their obligations under the
20 contract by paying an additional fee ranging from approximately \$30 to \$50 for the
21 “All-Day Dining Deal” upgrade. Pursuant to the terms of the agreement, Defendant
22 agreed that Plaintiff and Class Members would be given one meal per hour at any
23 listed participating restaurant in SeaWorld San Diego.

24 138. Performance was possible, but Defendant failed to perform its
25 obligation under the contract because several of the purportedly participating
26 restaurants refused to provide the meals that purchasers of the “All-Day Dining
27 Deal” upgrade because they were in fact not participating in the “All-Day Dining
28 Deal” program at the time.



1 139. Attached hereto as **Exhibit B** is a true and correct, partially redacted,
2 copy of Plaintiff’s ticket. The terms of the Parties’ contract are set forth under the
3 tickets’ “Legal Terms,” which note, for instances, that “participating All-Day Dining
4 restaurants” included “Shipwreck Reef Café, Mama, Stella’s Pizza Kitchen, Calypso
5 Bay Smokehouse, Big, Bird’s Bistro, Coral Market, Shark Market, Orca Wes,
6 Market & Pretzel Shop”.

7 140. The tickets for Plaintiff’s family members have the same terms.

8 141. Defendant breached its agreement with Plaintiff and the members of
9 the Classes because Defendant and its purportedly participating restaurants failed or
10 refused to allow Plaintiff and the Class to redeem one or more meals at no additional
11 costs, despite Plaintiff and the members of the Classes having paid monies for that
12 contractual right, where refusal to provide the food and/or drink was not due to an
13 attempt to redeem food or drink more than once per hour.

14 142. Plaintiff and Class Members have suffered injury and damages from
15 Defendant’s breach by, without limitation, not receiving the benefit of their bargain.

16 143. In every contract or agreement there is an implied promise of good faith
17 and fair dealing which means that each party will not do anything to unfairly
18 interfere with the right of any other party to receive the benefits of the contract.
19 Defendant violated the duty to act fairly and in good faith. Plaintiff and the Class
20 entered into contracts with the Defendant.

21 144. Plaintiff and the Class did all, or substantially all, of the significant
22 things that the contract required them to do. All conditions required for Defendant’s
23 performance had occurred. Defendant did not honor Plaintiff’s and the Class
24 Members’ right to receive the benefits of the contract. Plaintiff and the Class
25 Members were harmed and damaged by Defendant’s conduct.

26 145. Plaintiff and the Class have been damaged as a direct and proximate
27 result of Defendant’s bad faith and Defendant’s breach of the agreement as alleged
28 herein. Plaintiff and the Class are entitled to actual damages in an amount to be



1 determined in this proceeding. Plaintiff and the Class Members request the Court
2 enter an order awarding Plaintiff and the Class Members compensatory damages.

3 146. Plaintiff and the Class Members request the Court enter an order
4 awarding them mandatory restitution and that they are entitled to recover their
5 reasonable attorneys' fees.

6 147. Plaintiff and the Class Members therefore also seek pre-and-post-
7 judgment interest and attorneys' fees and costs as allowed by statute, including
8 without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any
9 common law "private attorney general" equitable doctrine, any "common fund"
10 doctrine, any "substantial benefit" doctrine, and/or any equitable principles of
11 contribution and/or other methods of awarding attorneys' fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **NEGLIGENT MISREPRESENTATION**

14 **[NATIONWIDE CLASS AND CALIFORNIA CLASS]**

15 148. Plaintiff realleges and incorporates the allegations elsewhere in the
16 Consolidated Complaint as if set forth in full herein.

17 149. Plaintiff brings this claim individually and on behalf of the members of
18 the proposed Nationwide Class and California Class against Defendant.

19 150. As set forth herein, Defendant misrepresented that purchasers of the
20 "All-Day Dining Deal" upgrade would be eligible to receive a meal from any
21 participating restaurant each hour they were at SeaWorld San Diego without
22 additional cost. However, many of the allegedly participating restaurants did not
23 actually participate in the "All-Day Dining Deal" program. As such, Defendant
24 misrepresented the nature of Plaintiff's and the Class Members' purchases.

25 151. At the time Defendant made these misrepresentations, Defendant knew
26 or should have known that these misrepresentations were false. Defendant at least
27 negligently misrepresented and or negligently omitted material facts about the
28 purchase of the "All-Day Dining Deal" upgrade.



1 152. In providing its services to Plaintiff and the Class Members, Defendant
2 owed a duty to exercise reasonable care to make full, fair, and adequate disclosure
3 in connection with the characteristics, uses, benefits, standards, quality, attributes,
4 and nature of the “All-Day Dining Deal.” This duty included, among other things,
5 taking reasonable measures to protect the rights of Class Members in compliance
6 with applicable law, including, but not limited to, procedures and policies to
7 supervise, restrict, limit, and determine the accuracy and truthfulness of their
8 representations, materials, and advertising in connection with their services.

9 153. In providing the “All-Day Dining Deal” to Plaintiff and the Class
10 Members, Defendant owed a duty to exercise reasonable care regarding and when
11 making their representations in connection with the characteristics, uses, benefits,
12 standards, quality, attributes, and nature of their services. It was foreseeable that if
13 Defendant did not take reasonable measures to ascertain and ensure the accuracy and
14 truthfulness of their representations, Plaintiff and the Class Members would rely on
15 its representations and purchase “All-Day Dining Deal” upgrades they thought
16 would be redeemable at the restaurants that Defendant represented in writing were
17 participating restaurants. Defendant should have known to take precautions to
18 ensure its advertising, materials, and representations were accurate.

19 154. The negligent misrepresentations and omissions made by Defendant,
20 upon which Plaintiff and Class Members reasonably, justifiably, and detrimentally
21 relied, were intended to induce and influence, and actually induced and influenced,
22 Plaintiff and Class Members to purchase Defendant’s “All-Day Dining Deal”
23 upgrade. Plaintiff and Class Members would not have purchased the “All-Day
24 Dining Deal” upgrade, or would not have purchased the upgrade on the same terms,
25 if the true facts had been known. The negligent actions and misrepresentations of
26 Defendant caused actual and tangible concrete injury and harm to Plaintiff and Class
27 Members who are entitled to damages and other legal and equitable relief as a result.

28 155. Defendant’s negligence was a substantial factor in causing harm to



1 Plaintiff and Class Members. As a direct and proximate cause and result of Defendant’s
2 failure to exercise reasonable care and use reasonable measures to ensure the accuracy
3 of its representations and advertising, Plaintiff and Class Members have suffered actual
4 injury-in-fact and economic damages, including incurring “All-Day Dining Deal”
5 upgrade related costs that they would not have otherwise incurred and paid.

6 156. Neither Plaintiff nor other Class Members contributed to the unlawful
7 conduct set forth herein, nor did they contribute to Defendant’s making of its
8 misrepresentation, nor to the insufficient policies, procedures, and measures which
9 were omitted and led to the failure to ensure the accuracy and truthfulness of
10 Defendant’s claims in connection with the nature of their services.

11 157. Plaintiff and the Class Members request the Court enter an order
12 awarding Plaintiff and the Class Members mandatory restitution, rescission, and/or
13 damages, and that they are entitled to recover their reasonable attorneys’ fees.
14 Plaintiff and the Class Members therefore also seek pre-and-post-judgment interest
15 and attorneys’ fees and costs as allowed by statute, including without limitation
16 those recoverable under Cal. Code Civ. Proc. § 1021.5, any common law “private
17 attorney general” equitable doctrine, any “common fund” doctrine, any "substantial
18 benefit" doctrine, and/or any equitable principles of contribution and/or other
19 methods of awarding attorneys' fees and costs.

20 **SIXTH CAUSE OF ACTION**

21 **INTENTIONAL MISREPRESENTATION AND FRAUD**

22 **[NATIONWIDE CLASS AND CALIFORNIA CLASS]**

23 158. Plaintiff realleges and incorporates the allegations elsewhere in the
24 Complaint as if set forth in full herein.

25 159. Plaintiff brings this claim individually and on behalf of the members of
26 the proposed Nationwide Class and California Class against Defendant.

27 160. As set forth herein, Defendant misrepresented that purchasers of the
28 “All-Day Dining Deal” upgrade would receive a meal from any participating

1 restaurant each hour they were at SeaWorld San Diego. However, Defendant knew
2 that several allegedly participating restaurants were not actually participating in the
3 “All-Day Dining Deal” or were refusing to honor proper requests to redeem food or
4 drink under that program at no additional cost to the consumer. As such, Defendant
5 misrepresented the nature of Plaintiff’s and the Class Members’ purchases.

6 161. These misrepresentations were made with knowledge of their falsehood
7 with the intent that the general public, including Plaintiff and the Class Members,
8 would rely upon them, or in reckless disregard of the truth thereof. Defendant knew,
9 or should have known, that Plaintiff, Class Members, and consumers would rely on
10 the terms of the “All-Day Dining Deal” and expect to be entitled to one meal per
11 hour at any participating restaurant at SeaWorld San Diego.

12 162. Defendant knowingly failed to provide purchasers of the “All-Day
13 Dining Deal” upgrade with their promised meals at one or more restaurants.

14 163. Plaintiff and the Class Members were harmed because Defendant made
15 a false promise to them. Defendant did not intend to perform its promises under the
16 terms of the “All-Day Dining Deal.”

17 164. Defendant was aware that Plaintiff and Class Members rely on its
18 promises relating to the “All-Day Dining Deal” program.

19 165. Plaintiff and the Class Members reasonably relied on the terms of the
20 “All-Day Dining Deal” when they made their purchases, and as such, reasonably
21 relied on the promises made therein. Defendant did not perform its obligations under
22 the terms of the “All-Day Dining Deal,” namely provide purchasers with one meal
23 per hour from any of its participating restaurants.

24 166. Plaintiff and the Class Members were harmed. Plaintiff’s and the Class
25 Members’ reliance on Defendant’s terms was a substantial factor in causing them
26 harm.

27 167. The misrepresentations made by Defendant upon which Plaintiff and
28 Class Members reasonably and justifiably relied were widely disseminated, were an

1 integral part of the contract, and were intended to induce and actually induced
 2 Plaintiff and Class Members to purchase Defendant’s “All-Day Dining Deal”
 3 upgrades. Plaintiff and Class Members would not have purchased Defendant’s “All-
 4 Day Dining Deal” upgrades on the same terms, if the true facts had been known. The
 5 fraudulent actions of Defendant caused damage to Plaintiff and the Class Members,
 6 who are entitled to damages and other legal and equitable relief as a result.

7 168. Plaintiff and Class Members request the Court enter an order awarding
 8 Plaintiff and the Class Members mandatory restitution, rescission, and/or actual
 9 damages, punitive and exemplary damages, and that they are entitled to recover their
 10 reasonable attorneys’ fees.

11 169. Plaintiff and the Class Members therefore also seek pre-and-post-
 12 judgment interest and attorneys’ fees and costs as allowed by statute, including without
 13 limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any common law
 14 “private attorney general” equitable doctrine, any “common fund” doctrine, any
 15 “substantial benefit” doctrine, and/or any equitable principles of contribution and/or
 16 other methods of awarding attorneys’ fees and costs.

17 SEVENTH CAUSE OF ACTION

18 UNJUST ENRICHMENT IN THE ALTERNATIVE TO BREACH OF CONTRACT

19 [NATIONWIDE CLASS AND CALIFORNIA CLASS]

20 170. Plaintiff realleges and incorporates the allegations elsewhere in the
 21 Complaint as if set forth in full herein.

22 171. Plaintiff brings this claim, in the alternative to the breach of contract
 23 claim, individually and on behalf of the members of the Nationwide Class and
 24 California Class against Defendant.

25 172. “Under California law, the elements of unjust enrichment are:
 26 (a) receipt of a benefit; and (b) unjust retention of the benefit at the expense of
 27 another.” *Valencia v. Volkswagen Grp. of Am. Inc.*, No. 15-CV-00887-HSG, 2015
 28 WL 4747533, at *8 (N.D. Cal. Aug. 11, 2015). *See also, Munoz v. MacMillan*, 195

1 Cal. App. 4th 648, 661 (2011) (“Common law principles of restitution require a party
2 to return a benefit when the retention of such benefit would unjustly enrich the
3 recipient; a typical cause of action involving such remedy is ‘quasi-contract.’”)

4 173. “When a plaintiff alleges unjust enrichment, a court may construe the
5 cause of action as a quasi-contract claim seeking restitution.” *Astiana v. Hain*
6 *Celestial Grp., Inc.*, 783 F.3d 753, 762 (9th Cir. 2015). “Whether termed unjust
7 enrichment, quasi-contract, or quantum meruit, the equitable remedy of restitution
8 when unjust enrichment has occurred “is an obligation (not a true contract [citation])
9 created by the law without regard to the intention of the parties, and is designed to
10 restore the aggrieved party to her or her former position by return of the thing or its
11 equivalent in money.” *F.D.I.C. v. Dintino*, 167 Cal. App. 4th 333, 346 (2008).

12 174. Plaintiff and Class Members conferred non-gratuitous benefits upon
13 Defendant by “All-Day Dining Deal” upgrades, thereby significantly and materially
14 increasing Defendant’s revenues, profit margins, and profits, and unjustly enriching
15 Defendant at the expense of and to the detriment of Plaintiff and the Class Members.

16 175. Plaintiff and the Class allege that Defendant owes money to them for
17 the unlawful or deceptive conduct described herein. Plaintiff and the Class Members
18 paid for “All-Day Dining Deal” giving them access to one meal per hour. Defendant,
19 by charging consumers for access to one meal per hour, received money from
20 Plaintiff and the Class.

21 176. The money was paid by mistake, where an undue advantage was taken
22 from the Plaintiff’s and the Class’s lack of knowledge of the deception, whereby
23 money was exacted to which the Defendant had no legal right. Defendant is
24 therefore indebted to Plaintiff and the Class in a sum certain, specifically the fees
25 actually paid by purchasers of the “All-Day Dining Deal” upgrade for one meal per
26 hour at any participating restaurant in SeaWorld San Diego.

27 177. Defendant is therefore indebted to Plaintiff and the Class in a sum
28 certain for the additional money had and received by the Defendant, which the

1 Defendant in equity and good conscious should not retain.

2 178. Defendant is therefore liable to Plaintiff and the Class in the amount of
3 unjust enrichment or money had and received to be determined at trial.

4 179. Defendant’s retention of any benefit collected directly and indirectly
5 from Plaintiff’s and Class Members' payments to Defendant violates principles of
6 justice, equity, and good conscience. As a result, Defendant has been unjustly
7 enriched.

8 180. Plaintiff and Class Members are entitled to recover from Defendant all
9 amounts that Defendant has wrongfully and improperly obtained, and Defendant
10 should be required to disgorge to Plaintiff and Class Members the benefits it has
11 unjustly obtained.

12 181. Defendant accepted or retained such benefits for a year or more with
13 knowledge that Plaintiff’s and Class Members' rights were being violated for
14 financial gain. Defendant has been unjustly enriched in retaining the revenues and
15 profits from Plaintiff and Class Members’ payments, which retention under these
16 circumstances is unjust and inequitable.

17 182. As a direct and proximate result of Defendant’s unlawful practices and
18 the retention of Plaintiff’s and the Class Members’ payments, Plaintiff and Class
19 Members have suffered concrete harm and injury, including, but not limited to,
20 monetary loss in connection with their payments made to Defendant and purchases
21 of their services as alleged herein.

22 183. Defendant’s retention of the non-gratuitous benefits conferred on them
23 by Plaintiff and Class Members would be unjust and inequitable.

24 184. Plaintiff and Class Members are entitled to seek disgorgement and
25 restitution of wrongful profits, revenue, and benefits conferred upon Defendant in a
26 manner established by this Court.

27 185. Plaintiff and the Class Members request the Court enter an order
28 awarding Plaintiff and the Class Members restitution, rescission, and/or damages,

1 and that they are entitled to recover their reasonable attorneys’ fees.

2 186. Plaintiff and the Class Members therefore also seek pre-and-post-
3 judgment interest and attorneys’ fees and costs as allowed by statute, including
4 without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any
5 common law “private attorney general” equitable doctrine, any “common fund”
6 doctrine, any “substantial benefit” doctrine, and/or any equitable principles of
7 contribution and/or other methods of awarding attorneys' fees and costs.

8 **VI. PRAYER FOR RELIEF**

9 Wherefore, Plaintiff, on behalf of himself, all others Class Members similarly
10 situated, and the general public, prays for judgment against Defendant as to each and
11 every cause of action, and the following remedies:

12 (a) An Order declaring this action to be a proper class action, appointing
13 Plaintiff as class representative, and appointing Plaintiff’s attorneys as interim class
14 counsel as class counsel;

15 (b) An Order requiring Defendant to bear the cost of class notice(s);

16 (c) An Order awarding declaratory and other equitable relief, including
17 rescission, as necessary to protect the interests of Plaintiff and the Class Members;

18 (d) An Order declaring Defendant’s conduct unlawful;

19 (e) An Order enjoining Defendant from engaging in the unfair, unlawful,
20 and deceptive business practices and false advertising complained of herein,
21 including through public injunctive relief;

22 (f) An Order compelling Defendant to conduct a corrective advertising
23 campaign, including through public injunctive relief;

24 (g) An Order compelling Defendant to recall and destroy all misleading
25 and deceptive advertising materials, including through public injunctive relief;

26 (h) An Order requiring Defendant to disgorge all monies, revenues, and
27 profits obtained by means of any wrongful act or practice;

28 (i) An order requiring imposition of a constructive trust and and/or



1 disgorgement of Defendant’s ill-gotten gains and to pay restitution to Plaintiff and
2 all members of the Class and to restore to Plaintiff and members of the Class all
3 funds acquired by means of any act or practice declared by this court to be an
4 unlawful, fraudulent, or unfair business act or practice, in violation of laws, statutes
5 or regulations, or constituting unfair competition, plus pre-and post-judgment
6 interest thereon;

7 (j) An Order requiring Defendant to pay all actual and statutory damages
8 permitted under the causes of action alleged herein;

9 (k) An Order requiring Defendant to pay punitive and exemplary damages
10 permitted under the causes of action alleged herein;

11 (l) An award of pre-and-post-judgment interest;

12 (m) An award of attorneys’ fees and costs as allowed by statute, including
13 without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any
14 common law “private attorney general” equitable doctrine, any “common fund”
15 doctrine, any “substantial benefit” doctrine, and/or any equitable principles of
16 contribution and/or other methods of awarding attorneys' fees and costs; and

17 (n) Any other and further relief, including rescission, that Court deems
18 necessary, just, or proper.

19 **TRIAL BY JURY**

20 Pursuant to the seventh amendment to the Constitution of the United States of
21 America, Plaintiff is entitled to, and demands, a trial by jury.

22
23 Date: August 20, 2021

KAZEROUNI LAW GROUP, APC

24 By: /s/ Abbas Kazerounian
25 ak@kazlg.com
26 Abbas Kazerounian
27 *Attorneys for Plaintiff*
28



1 **Additional Counsel for Plaintiff**

2 **KAZEROUNI LAW GROUP, APC**

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EXHIBIT A

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DECLARATION OF CHARLES SIMON

I, Charles Simon, DECLARE:

1. On or about July 10, 2021, I purchased four (4) digital tickets to SeaWorld San Diego for me and my family at a cost of \$99.99 per ticket before tax and a service fee, which included purchase of All-Day Dining.
2. At the time of my payment and review of the tickets, I was physically present in San Diego, California.
3. I am a resident of Las Vegas, Nevada.

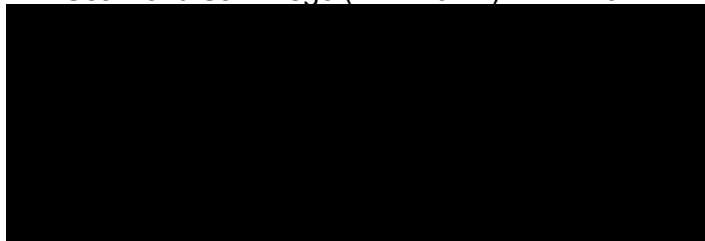
I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on August ⁸⁻¹⁸⁻²¹_____, 2021.

By: 
_____ Charles Simon

EXHIBIT B

**THIS IS YOUR TICKET
PROCEED TO THE PARK**

Ticket & Reservation + All-Day Dining -
SeaWorld San Diego (7/11/2021) - 7/11/2021



0904

7466

Charles Simon

Redemption

- Step 1:** Please review Terms of Service.
- Step 2:** Print this TICKET or be ready to show on your phone.
- Step 3:** Proceed to Zone C to enter the park.
- Step 4:** Present this ticket at a participating All-Day Dining restaurant to redeem for.

Legal Terms

Valid for one visit with All-Day Dining at SeaWorld San Diego on the date listed above. Valid at participating All-Day Dining restaurants (Shipwreck Reef Café, Mama Stella's Pizza Kitchen, Calypso Bay Smokehouse, Big Bird's Bistro, Coral Market, Shark Market, Orca West Market & Pretzel Shop). Ticket may not be copied, transferred, resold, refunded and is valid only for the person listed. Void if altered. Not valid for souvenir items, stadium vending, Dine with Orcas or merchandise shops. Parking not included.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CHARLES SIMON, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Las Vegas, Nevada (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Abbas Kazerounian, Kazerouni Law Group, APC 245 Fischer Ave, Suite D1, Costa Mesa, CA 92626 (800) 400-6808

DEFENDANTS

SEAWORLD PARKS & ENTERTAINMENT, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'21CV1488 DMS MSB

II: BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Violations of the CA Consumer Legal Remedies; Breach of Contract; Unfair Business Practices; False Advertising; Misrepresentations; Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Aug 20, 2021 SIGNATURE OF ATTORNEY OF RECORD s/ Abbas Kazerounian

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims SeaWorld Falsely Advertised Participating Restaurants in 'All-Day Dining Deal' Program](#)
