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Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

Plaintiffs,

v.

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

Defendants.

Case No. 37-2023-00008529-CU-BT-CTL

**DECLARATION OF CAMERON R.
AZARI, ESQ. REGARDING
IMPLEMENTATION AND ADEQUACY
OF NOTICE PLAN**

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that

1 specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal
2 notification plans.

3 4. The facts in this declaration are based on my personal knowledge, as well as information
4 provided to me by my colleagues in the ordinary course of my business at Epiq.

5 **OVERVIEW**

6 5. This declaration describes the successful implementation of the Settlement notice plan
7 (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Lomeli and Blanco v. Sea World Parks &*
8 *Entertainment, Inc., et al.*, Case No. 37-2023-00008529-CU-BT-CTL, pending in the Superior Court of
9 the State of California for the County of San Diego. I previously executed my *Declaration of Cameron*
10 *R. Azari, Esq. Regarding Notice Plan*, on March 26, 2025, which described the Notice Plan, detailed
11 Epiq’s class action notice experience, and attached Epiq’s *curriculum vitae*. I also provided my
12 educational and professional experience relating to class actions and my ability to render opinions on
13 overall adequacy of notice programs.

14 **NOTICE PLAN METHODOLOGY**

15 6. California Rules of Court directs “[i]f the court has certified the action as a class action,
16 notice of the final approval hearing must be given to the class members in the manner specified by the
17 court.”¹ The Notice Plan as implemented satisfied this requirement.

18 7. The Notice Plan individual notice efforts via email and/or mail to identified Settlement Class
19 Members reached approximately 90.8% of the identified Settlement Class. The reach was further
20 enhanced by an informational release and a Settlement Website. In my experience, the Notice Plan was
21 consistent with other court-approved notice programs and satisfied the requirements of due process,
22 including its “desire to actually inform” requirement.²

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24
25 ¹ CRC, Rule 3.769(f).

26 ² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s
27 due, process which is a mere gesture is not due process. The means employed must be such as one
28 desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness
and hence the constitutional validity of any chosen method may be defended on the ground that it is in
itself reasonably certain to inform those affected . . .”).

1 **NOTICE PLAN DETAIL**

2 8. On April 18, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement
3 Administrator in its *Order Granting Preliminary Approval of Class Action Settlement* (“Preliminary
4 Approval Order”). In the Preliminary Approval Order, the Court conditionally certified, for settlement
5 purposes only, the following “Settlement Class,”:

6 [A]ll persons with a California home or billing address on file with Defendants,
7 who purchased one or more Annual Passes to SeaWorld San Diego using the
8 SeaWorld San Diego website or mobile application on or after February 28, 2019
9 whose Annual Pass automatically renewed after the initial twelve-month
10 commitment ended on or before February 28, 2025 and who did not receive a
11 refund for the first auto-renewal charge.

12 Excluded from the Class are all employees of the Defendants, Plaintiffs' counsel,
13 and the judicial officers to whom this case is assigned.

14 9. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice
15 Plan. This declaration details the notice activities undertaken to date and explains how and why the
16 Notice Plan was comprehensive and well-suited to reach the Settlement Class Members. This declaration
17 also discusses the administration activity to date.

18 **NOTICE PLAN**

19 ***Individual Notice***

20 10. On May 6, 2025, Epiq received one data file with 141,434 records for identified Settlement
21 Class Members, which included full names, mailing addresses, and email addresses (“Class Data”). Epiq
22 deduplicated and rolled-up the records, removed non-Settlement Class Member records, and loaded the
23 unique, identified Settlement Class Member records into its database for this Settlement. These efforts
24 resulted in 137,831 unique, Settlement Class Member records. An Email Notice was sent to all identified
25 Settlement Class Members for whom a valid email address was available. A Postcard Notice was sent
26 via United States Postal Service (“USPS”) first class mail to all identified Settlement Class Members
27 with an associated physical address for whom a valid email address was not available or for whom the
28 Email Notice was undeliverable after multiple attempts.

1 *Individual Notice – E-mail Notice*

2 11. On May 28, 2025, Epiq commenced sending 134,432 Email Notices to identified Settlement
3 Class Members for whom a valid email address was available. Some valid email addresses were
4 associated with multiple identified Settlement Class Members, and only one Email Notice was sent per
5 valid email address. The following industry standard best practices were followed. The Email Notice
6 was created using an embedded html text format. This format provided easy-to-read text without graphics,
7 tables, images, and other elements to avoid the increased likelihood that the message could be blocked by
8 Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. Each Email
9 Notice was also transmitted with a unique message identifier. The Email Notice included an embedded
10 link to the Settlement Website. By clicking the link, recipients were able to access the Long-Form Notice
11 and other information about the Settlement. The Email Notice is included as **Attachment 1**.

12 12. If the receiving email server could not deliver the message, a “bounce code” was returned
13 along with the unique message identifier. For any Email Notice for which a bounce code was received
14 indicating that the message was undeliverable for reasons such as an inactive or disabled account, the
15 recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to
16 deliver the Notice by email.

17 *Individual Notice – Direct Mail*

18 13. To further increase the overall reach, on June 20, 2025, Epiq commenced sending 4,800
19 Postcard Notices to all identified Settlement Class Members with an associated physical address for
20 whom a valid email address was not available. The Postcard Notice was sent via USPS first class mail.
21 In addition, the Postcard Notice directed the recipients to the Settlement Website where they could access
22 the Long-Form Notice and additional information about the Settlement. The Postcard Notice is included
23 as **Attachment 2**.

24 14. Prior to sending the Postcard Notice, mailing addresses were checked against the National
25 Change of Address (“NCOA”) database maintained by the USPS to ensure the Settlement Class Member
26
27
28

1 address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses
2 were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code,
3 and was verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This
4 address updating process is standard for the industry and for the majority of promotional mailings that
5 occur today.

6 15. The return address on the Postcard Notices is a post office box that Epiq maintains for this
7 Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address
8 order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable are remailed
9 to any new address available through USPS information, (for example, to the address provided by the
10 USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within
11 the time period in which the USPS returns the piece with the address indicated), and to better addresses
12 that may be found using a third-party lookup service.

13 16. Additionally, a Long-Form Notice was mailed to all Settlement Class Members who requested
14 one via the toll-free telephone number or other means. As of July 23 2025, Epiq has mailed 13 Long-Form
15 Notices as a result of such requests. The Long-Form Notice is included as **Attachment 3**.

16 *Notice Results*

17 17. As of July 23, 2025, an Email Notice and/or Postcard Notice was delivered to 125,264 of the
18 137,831 unique, identified Settlement Class Members. This means the individual notice efforts reached
19 approximately 90.8% of the identified Settlement Class.

20 *Informational Release*

21 18. To build additional reach and extend exposures, on June 3, 2025, a party-neutral
22 Informational Release was issued over PR Newswire’s California Newslines and distributed to over 600
23 California specific (print and broadcast) outlets, including local newspapers, magazines, wire services,
24

25 ³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent
26 change-of-address (COA) records consisting of names and addresses of individuals, families, and
27 businesses who have filed a change-of-address with the Postal Service™. The address information is
28 maintained on the database for 48 months and reduces undeliverable mail by providing the most current
address information, including standardized and delivery-point-coded addresses, for matches made to the
NCOA file for individual, family, and business moves.

1 television and radio broadcast media, as well as websites, online databases, internet networks and social
2 networking media. The informational release achieved 264 exact media pickups, reaching a total
3 potential audience of over 79.5 million. Top media outlets that picked up the informational release
4 included KTLA (Los Angeles), KSWB (San Diego), KRON (Los Angeles), KTXL (Sacramento), KGET
5 (Bakersfield) and Times of San Diego, among others.

6 19. The Informational Release included the case website address and the toll-free telephone
7 number. The Informational Release served a valuable role by providing additional notice exposures
8 beyond that which was provided by the paid media. The Informational Release is included as
9 **Attachment 4.**

10 *Settlement Website*

11 20. On May 8, 2025, Epiq established a dedicated website for the Settlement with an easy to
12 remember domain name (www.SeaWorldAnnualPassSettlement.com). Relevant documents are posted
13 on the Settlement Website, including the Settlement Agreement, Motion for Preliminary Approval, the
14 Preliminary Approval Order, the Long-Form Notice, Complaint. In addition, the Settlement Website
15 includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement
16 Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines,
17 contact information for the Settlement Administrator, and how to obtain other case-related information.
18 The Settlement Website address was prominently displayed in all notice documents. As of July 23, 2025,
19 there have been 10,819 unique visitor sessions to the settlement website, and 14,278 web pages have
20 been presented.

21 *Toll-Free Telephone Number & Contact Information*

22 21. On May 8, 2025, Epiq established a toll-free telephone number (1-888-865-1770) for the
23 Settlement. Callers are able to hear an introductory message and have the option to learn more about the
24 Settlement in the form of recorded answers to FAQs, and to request that a Long-Form Notice be mailed
25 to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free
26 telephone number was prominently displayed in all notice documents. As of July 23, 2025, there have
27 been 117 calls to the toll-free telephone number representing 324 minutes of use.

1 payments; 4) re-issuing payments; 5) communication with Settlement Class Members, including
2 maintaining the Settlement Website and toll-free telephone number throughout the remaining duration
3 of the settlement administration; 6) Qualified Settlement Fund (“QSF”) management, tax reporting, and
4 sales tax; and 7) associated project management and related billable hours to handle the distribution and
5 related settlement administration responsibilities.

6 **CONCLUSION**

7 27. In class action notice planning, execution, and analysis, we are guided by due process
8 considerations under the United States Constitution, by state and local rules and statutes, and further by
9 case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest
10 practicable number of potential class members and, that the notice or notice plan provide class members
11 with easy access to the details of how the class action may impact their rights. All of these requirements
12 were met in this case.

13 28. The Notice Plan included individual notice efforts via email and/or mail to identified
14 Settlement Class Members. With the address updating protocols that were used, the Notice Plan
15 individual notice efforts reached approximately 90.8% of the identified Settlement Class. The reach was
16 further enhanced by an informational release and a Settlement Website. The Federal Judicial Center’s
17 (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is
18 relied upon for federal cases, and is illustrative for state courts, states that, “the lynchpin in an objective
19 determination of the adequacy of a proposed notice effort is whether all the notice efforts together will
20 reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁴ Here, we have
21 developed a Notice Plan that will readily achieve a reach at the high end of that standard.

22 29. The Notice Plan followed the guidance for satisfying due process obligations that a notice
23 expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a)
24 to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated
25 to do so:

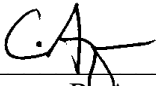
26 _____
27 ⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN
28 LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

- 1 a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process.
2 The means employed must be such as one desirous of actually informing the
3 absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover*
Trust, 339 U.S. 306, 315 (1950); and
- 4 b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise
5 interested parties of the pendency of the action and afford them an opportunity to
6 present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing
Mullane, 339 U.S. at 314).

7 30. The Notice Plan conformed to all aspects of the California Code of Civil Procedure and the
8 California Rules of Court and comported with the guidance for effective notice set out in the Manual for
9 Complex Litigation, Fourth.

10 31. The Notice Plan schedule afforded enough time to provide full and proper notice to the
11 Settlement Class Members before any opt-out or objection deadlines.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed July 23, 2025.

14 
15 _____
16 Cameron R. Azari, Esq.

Attachment 1

From: SeaWorld Annual Pass Settlement
<SeaWorldAnnualPassSettlement@e.epiqnotice.com>

To: [REDACTED]

Subject: Lomeli & Blanco v. SeaWorld Parks & Entertainment, et al. Class Notice

You are receiving this email because you may have purchased an annual pass to SeaWorld San Diego while residing in California using the SeaWorld San Diego website or app between February 28, 2019 and February 28, 2024 which automatically renewed after the initial twelve-month commitment ended.

This is a court-authorized Notice. This is not a solicitation from a lawyer or a lawsuit against you.

Why did I get this notice? A \$1.5 million settlement has been reached for a class action lawsuit against SeaWorld Parks & Entertainment, Inc. and Sea World, LLC (“SeaWorld” or “Defendants”) titled *Lomeli and Blanco v. SeaWorld*, Case No. 37-2023-00008529-CU-BT-CTL (the “Lawsuit”). According to available records, you may be a member of the class approved for settlement purposes in this case (a “Settlement Class Member”). The purpose of this notice is to inform you of the Action and your rights under the terms of the Settlement so that you may decide an appropriate course of action.

What is the Lawsuit about? SeaWorld San Diego is a theme park and entertainment company. On SeaWorld San Diego’s website or mobile application (“app”), consumers can purchase Annual Passes to SeaWorld San Diego, which automatically renew after the initial twelve-month commitment period ends, unless and until the consumer cancels their Annual Pass. Plaintiff Daniel Blanco (“Named Plaintiff”) brought this Lawsuit individually and on behalf of a California class of consumers alleging that SeaWorld San Diego violated the requirements of California Business and Professions Code sections 17600-17606 regarding disclosure, affirmative consent to, and reminder of automatic renewal offer terms and cancellation rights in connection with a customer’s purchase and renewal of Annual Passes.

Named Plaintiff asserted claims for unfair competition, false advertising, injunctive relief and restitution under California Business and Professions Code section 17200 and section 17535. SeaWorld denies any wrongdoing

and contends that it complied with all applicable laws. The Court has not made any determination as to whether SeaWorld engaged in any wrongdoing or violated any laws. Instead, the Named Plaintiff and SeaWorld have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

What does the Settlement provide? If the Court grants final approval and the Settlement becomes effective, SeaWorld will pay a settlement amount of \$1.5 million. The Settlement Administrator will subtract from the settlement amount the settlement administration expenses, any service award to the Named Plaintiff, and any attorneys' fee and expenses awarded to Settlement Class Counsel as approved by the Court. The remaining amount, the Net Settlement Amount, will be distributed on a *pro rata* basis (a legal term meaning equal share) to each Settlement Class Member who does not timely opt out of the Settlement. The estimate of the total number of Settlement Class Members is 141,358.

When and where will the Court decide whether to approve the Settlement? The Court will hold a "Fairness Hearing" on **August 15, 2025**, at **9:30 a.m.** to consider whether to approve: the Settlement, a request by Settlement Class Counsel for up to \$500,000 for their attorneys' fees and up to \$20,000 for their costs and expenses incurred in connection with the Lawsuit, and the Named Plaintiff's request for a service award of up to \$10,000 for their services with the Lawsuit. Payments will be issued only if the Settlement is finally approved by the Court and all appeals have been resolved, or the time to file appeals has passed (the "Final Settlement Date"). Please be patient. The hearing may be postponed to a different date or time or location without notice. Please check [here](#) for any updates.

How do I get a cash payment? You do not need to take any action now to receive a payment. If the Final Settlement Date occurs, cash payments will be issued to Settlement Class Members who do not timely opt out (referred to as "Participating Settlement Class Members"). After the Final Settlement Date, the Settlement Administrator will email Participating Settlement Class Members a link to the election portal, which will provide thirty (30) days to make their payment election. If no payment selection is made, Participating Settlement Class Members will be issued an electronic MasterCard.

Other Options: If you are a Settlement Class Member and do not want to be legally bound by the Settlement and any judgments and orders, you must opt out by emailing or mailing a request for exclusion by **July 22, 2025**. If you do not opt out of the Settlement, you may object (i.e., tell the Court it should not approve the Settlement or any of the requested fee awards) by **July 31, 2025**. The Long Form Notice available [here](#) explains how to opt out or object. If you object, you may ask to appear at the Fairness Hearing, but you do not have to do so.

If you do not opt out of this Settlement, you are waiving and releasing your rights to bring or maintain your own lawsuit against Defendants regarding the allegations in the Lawsuit and you will be legally bound by the Settlement and any judgments and orders.

This notice is a summary. Learn more about the Settlement at www.SeaWorldAnnualPassSettlement.com, or by calling toll-free 1-888-865-1770.

If [REDACTED] should not be subscribed or if you need to change your subscription information for SeaWorld San Diego Annual Pass Settlement, [please use this preferences page](#).

Attachment 2

SeaWorld Annual Pass Settlement
P.O. Box 2377
Portland, OR 97208-2377

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

*Lomeli and Blanco v. SeaWorld Parks
& Entertainment, Inc., et al.*, Case
No. 37-2023-00008529-CU-BT-CTL

If, while residing in California,
you purchased an Annual Pass
to SeaWorld San Diego through
the SeaWorld San Diego website
or app between February 28,
2019, and February 28, 2024, that
automatically renewed after the initial
twelve-month commitment ended,
you may be entitled to compensation.



This is a court-authorized Notice. This is not a solicitation from a lawyer or a lawsuit against you.

Why did I get this Notice? A \$1.5 million settlement has been reached for a class action lawsuit against SeaWorld Parks & Entertainment, Inc. and Sea World, LLC (“SeaWorld”). According to available records, you may be a member of the class approved for settlement purposes in this case (a “Settlement Class Member”). On SeaWorld San Diego’s website or mobile application, consumers can purchase Annual Passes to SeaWorld San Diego, which automatically renew after the initial twelve-month commitment period ends, unless and until the consumer cancels their Annual Pass. Plaintiff Daniel Blanco (“Named Plaintiff”) brought this Lawsuit individually and on behalf of a California class of consumers alleging that SeaWorld San Diego violated the California Business and Professions Code sections 17600-17606. SeaWorld denies any wrongdoing and contends that it complied with all applicable laws. The Court has not decided who is right.

What does the Settlement provide? If the Court grants final approval and the Settlement becomes effective, SeaWorld will pay a settlement amount of \$1.5 million. The Settlement Administrator will subtract from the settlement amount the settlement administration expenses, any service award to the Named Plaintiff, and any attorneys’ fee and expenses awarded to Settlement Class Counsel as approved by the Court. The remaining amount will be distributed on a pro rata basis to each Settlement Class Member who does not timely opt out of the Settlement.

When and where will the Court decide whether to approve the Settlement? The Court will hold a “Fairness Hearing” on **August 15, 2025**, at 9:30 a.m. to consider whether to approve the Settlement, requested attorneys’ fees and costs, and the Named Plaintiff’s request for a service award.

How do I get a cash payment? You do not need to take any action to receive a payment. If the Final Settlement Date occurs, payments will be issued to Settlement Class Members who do not timely opt out (referred to as “Participating Settlement Class Members”). After the Final Settlement Date, the Settlement Administrator will email Participating Settlement Class Members for whom an email address is available a link to the election portal, which will provide thirty (30) days to make their payment election. If no email address is available, payment will be issued in the form of a check to the Class Member’s last known address.

Other Options: If you are a Settlement Class Member and do not want to be legally bound by the Settlement, you must opt out by **July 22, 2025**. If you do not opt out of the Settlement, you may object (i.e., tell the Court it should not approve the Settlement or any of the requested fee awards) by **July 31, 2025**. The Long Form Notice available on the Settlement Website explains how to opt out or object.

This is a summary. Visit www.SeaWorldAnnualPassSettlement.com or call **1-888-865-1770** for more information.

AL4302 v.01

Attachment 3

If while residing in California, you purchased an Annual Pass to SeaWorld San Diego through the SeaWorld San Diego website or app between February 28, 2019 and February 28, 2024, which automatically renewed after the initial twelve-month commitment ended, you may be entitled to compensation.

This is a court-authorized Notice. This is not a solicitation from a lawyer or a lawsuit against you.

Lomeli & Blanco v. SeaWorld Parks & Entertainment, et al.
San Diego County Superior Court
Case No. 37-2023-00008529-CU-BT-CTL.

- A \$1.5 million settlement has been reached in the above class action lawsuit against SeaWorld Parks & Entertainment, Inc. and Sea World, LLC (“SeaWorld” or “Defendants”).
- You are a Settlement Class Member entitled to receive a *pro rata* (a legal term meaning equal share) cash payment under the Settlement if the following Settlement Class definition applies to you: all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge.

Please read this Notice carefully. Your rights may be affected by this Settlement.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | | DEADLINE |
|---|--|---|
| Do Nothing | If you are a Settlement Class Member, you will receive a cash payment and will release any legal claims covered by the Settlement if the Court approves the Settlement. | |
| Object | You can file an objection stating why you think the Court should not approve the Settlement (why you object to the Settlement). Submitting an objection does not opt you out of the Settlement. You will still receive a cash payment, and you will release any legal claims covered by the Settlement if the Court approves the Settlement. | Filed by: July 31, 2025 |
| Go to the Hearing | The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the lawsuit and a service award for the Named Plaintiff. You may attend the Hearing, but are not required to do so. If you want to speak at the Hearing, you must object and indicate your intent to speak at the hearing in an Objection. | Hearing Date: August 15, 2025 |
| Opt Out | Get no cash payment. If you opt out of the Settlement, you will not receive a cash payment. Opting out is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims covered by the Settlement. | Postmarked by: July 22, 2025 |

- Your rights and options are explained in more detail below.
- Cash payments will be provided to Settlement Class Members only if the Court gives final approval to the Settlement and any appeals are resolved in favor of the Settlement. Please be patient.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

The Honorable Gregory Pollack of the San Diego County Superior Court (the “Court”) is overseeing this class action. The lawsuit is known as *Lomeli and Blanco v. Sea World Parks and Entertainment Inc., et al.*, No. 37-2023-00008529-CU-BT-CTL (the “Lawsuit”). The person who filed this Lawsuit is called the Named Plaintiff, and the companies they sued, SeaWorld Parks & Entertainment, Inc. and Sea World, LLC, are called the “Defendants” (or, simply, “SeaWorld”).

2. What is this lawsuit about?

SeaWorld San Diego is a theme park and entertainment company. On SeaWorld San Diego’s website or mobile application (“app”), consumers can purchase Annual Passes to SeaWorld San Diego, which automatically renew after the initial twelve-month commitment period ends, unless and until the consumer terminates (cancels) the Annual Pass.

Plaintiff Daniel Blanco (“Named Plaintiff”) brought this lawsuit individually and on behalf of a California class of consumers alleging that SeaWorld San Diego violated the requirements of California Business and Professions Code sections 17600-17606 regarding disclosure, affirmative consent to, and reminder of the automatic renewal terms and cancellation rights in connection with a customer’s purchase and renewal of Annual Passes. Named Plaintiff asserted claims for unfair competition, false advertising, injunctive relief and restitution under California Business and Professions Code section 17200 and section 17535.

SeaWorld denies any wrongdoing and contends that it complied with all applicable laws. The Court has not made any determination as to which party is right and has not found that SeaWorld engaged in any wrongdoing or violated any laws. Instead, the Named Plaintiff and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called a “Representative Plaintiff” or “Named Plaintiff” (in this Action, Daniel Blanco) sue on behalf of other people who may potentially have similar legal claims. All these people are a class or class members. For purposes of this Settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly opt out of the Settlement Class, as explained below.

4. Why is there a Settlement?

The Named Plaintiff has made legal claims against SeaWorld on behalf of themselves and the Settlement Class, which is comprised of people who are similarly situated. SeaWorld denies that it has done anything wrong or violated any laws and admits no liability. The Court has not decided in favor of the Named Plaintiff or SeaWorld. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if the following Settlement Class definition applies to you: all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge.

Excluded from the Class are all employees of the Defendants, Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

Settlement Class Members will be identified through SeaWorld’s records.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included, you can call the Settlement Administrator at 1-888-865-1770 for more information or review the Settlement documents found on the Settlement Website at www.SeaWorldAnnualPassSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

If the Court grants final approval and the Settlement becomes effective, SeaWorld will pay a settlement amount of \$1.5 million. The Settlement Administrator will subtract from the settlement amount: the settlement administration expenses, any service award to the Named Plaintiff, and any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel as approved by the Court. The remaining amount, the Net Settlement Amount, will be distributed on a *pro rata* basis (a legal term meaning equal share) to each Settlement Class Member who did not timely opt out from the Settlement. The estimate of the total number of Settlement Class Members is 141,358.

8. What can I get from the Settlement?

If Sea World's records identify you as a Settlement Class Member and you do not timely opt out of the Settlement, you are considered a "Participating Settlement Class Member." If the Court grants final approval and the Settlement becomes effective, Participating Settlement Class Members will automatically receive a cash payment from the Settlement. Participating Settlement Class Members will be notified directly to select how they want to receive their payment, either as an electronic payment such as Venmo, direct deposit/ACH, PayPal, or another electronic method the Settlement Administrator deems effective, or as a paper check.

To receive a paper check as a Participating Settlement Class Member, you will be required to provide the Settlement Administrator with a mailing address. If no payment selection is made, Participating Settlement Class Members will be issued an electronic MasterCard. Where a Participating Settlement Class Member elects to receive payment in the form of a paper check, that Participating Settlement Class Member will have sixty (60) days from when the check is mailed to cash the check.

9. When will I get a cash payment?

You do not need to take any action now to receive a payment. If the Court grants final approval and the Settlement becomes effective, cash payments will be issued to Participating Settlement Class Members. The Court will hold a Fairness Hearing to decide whether to give final approval to the Settlement. Even if the Court gives final approval of the Settlement, there may be appeals. It is always uncertain when any appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the lawsuit on the Settlement Website at www.SeaWorldAnnualPassSettlement.com. The Settlement will become final when the Court has given final approval and all appeals have been resolved in favor of the Settlement, or the time to file appeals has passed (the "Final Settlement Date"). Within sixty (60) days after the Final Settlement Date, the Settlement Administrator will email Participating Settlement Class Members a link to the election portal, which will provide thirty (30) days to make their payment election. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this lawsuit?

The Court has ordered that Parasma Lieberman Law; Broslavsky & Weinman, LLP; and Preston Law Offices ("Settlement Class Counsel") will represent the interests of all Settlement Class Members. These lawyers are paid from the \$1.5 million settlement amount. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

11. How will Settlement Class Counsel be paid?

Settlement Class Counsel will request up to \$500,000 for their attorneys' fees, which is 33 1/3% of the \$1.5 million settlement amount, in addition to up to \$20,000 to reimburse Settlement Class Counsel for costs and expenses incurred in connection with the Lawsuit. The Court will make the final decision as to the amounts to be paid to Settlement Class Counsel. The amount that the Court awards will be paid out of the \$1.5 million settlement amount, as described below.

12. Will the Named Plaintiff receive any compensation for their efforts with the lawsuit?

The Named Plaintiff will request a service award of up to \$10,000 for their services as class representative and efforts in bringing the Lawsuit. The Court will make the final decision as to any amount to be paid to the Named Plaintiff.

13. What am I giving up to receive a cash payment or stay in the Settlement Class?

If the Court approves the Settlement and it becomes final, unless you opt out of the Settlement as described below, you will remain in the Settlement Class and all the Court's orders and judgments will apply to you and legally bind you. You will release your legal claims against Defendants that are released by the Settlement Agreement.

This generally means that you will not be able to file a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants for claims that were or reasonably could have been asserted based on the factual allegations in the operative complaint, relating to or arising out of the automatic renewal and/or cancellation of Annual Passes purchased through the SeaWorld San Diego website or mobile application which were automatically renewed by Defendants during the Settlement Class Period, including federal claims.

The Settlement Agreement, available on the Settlement Website www.SeaWorldAnnualPassSettlement.com, contains the full terms of the release in section 4.3 in necessary legal terminology. Please read these sections carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

You may opt out of the Settlement Class and the Settlement. If you want to opt out, you must email or mail the Settlement Administrator a Request for Exclusion stating the following:

1. The name and case number of the lawsuit - "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL";
2. Your full name, address, email address, and telephone number; and
3. A statement that you do not wish to participate in the Settlement.

The Request for Exclusion must be sent to the Settlement Administrator at the following address **postmarked or emailed by July 22, 2025**:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377
info@SeaWorldAnnualPassSettlement.com

You cannot exclude yourself by telephone, and you cannot opt out on behalf of anyone else.

You may not request to opt out from the Settlement Class through "mass" or "class" opt outs, meaning that each person who seeks to opt out must send an individual, separate, request to the Settlement Administrator that complies with all requirements listed above.

**Questions? Go to www.SeaWorldAnnualPassSettlement.com or
call 1-888-865-1770.**

If you timely opt out, you will be excluded from the Settlement Class, you will not receive a cash payment, you will not be bound by the judgment entered in the Lawsuit, and you will not be precluded from bringing or continuing any timely, individual lawsuit regarding the legal claims in this lawsuit. If you opt out of the Settlement, you cannot object to the Settlement since you will no longer be a Settlement Class Member.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to the request for attorneys' fees and costs or the service award.

To object, you must file a written objection with the Court by **July 31, 2025**, and email or mail a copy of the objection to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked or emailed by **July 31, 2025**, to the following:

| Court | Class Counsel | Defendants' Counsel | Settlement Administrator |
|---|---|--|---|
| Superior Court of California San Diego County 330 West Broadway Department 71 San Diego, CA 92101 | Grace Parasmol Parasmol Lieberman Law 7119 West Sunset Blvd, Suite 808 Los Angeles, CA 90046 gparasmol@ parasmoliebermanlaw.com | Lawrence Y. Iser Kinsella Holley Iser Kump Steinsapir LLP 11766 Wilshire Blvd Suite 750 Los Angeles, CA 90025 liser@khiks.com | SeaWorld San Diego Annual Pass Settlement Settlement Administrator PO Box 2377 Portland, OR 97208-2377 info@ SeaWorldAnnualPassSettlement.com |

Your written objection must include:

1. The name and case number of the lawsuit, "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL";
2. Your full name, address, email address, and telephone number;
3. The words "Notice of Objection" or "Formal Objection";
4. All grounds for the objection, accompanied by any legal and factual support for the objection;
5. The identity of all lawyers representing you who will appear at the Fairness Hearing, if any;
6. The identification of any other objections you have filed, or have been filed on your behalf, in any other class action cases in the last five years;
7. A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and if so indicating this on your objection under a heading of "Notice of Intent to Appear"; and
8. Your signature on the written objection (an attorney's signature shall not be deemed sufficient).

Any person who submits an objection will be subject to the Court's jurisdiction and venue (meaning the Court's authority to handle the objection) with respect to their objection and the Settlement, and may be subject to discovery (a legal term that means collecting information) by the Parties. You may, but do not need to mail your objection through your own lawyer. If you do make your objection through your lawyer, you will be responsible for your personal attorney's fees and costs.

If you do not timely file an objection, you will be deemed to have waived all of your objections and you will not be entitled to speak at the Fairness Hearing.

If you mail a written objection, you may appear at the Fairness Hearing, either in person or through your own lawyer, hired at your expense, to object to the Settlement Agreement. You are not required to appear if you do not want to appear. If you or your lawyer intend to make an appearance at the Fairness Hearing, you must include in your objection a statement that you (or your lawyer) want to appear and speak under the heading of "Notice of Intent to Appear."

**Questions? Go to www.SeaWorldAnnualPassSettlement.com or
call 1-888-865-1770.**

16. What is the difference between opting out and objecting to the Settlement?

Objecting is simply telling the Court that you do not want the Court to approve the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because the Settlement no longer affects you. If you attempt to both object to and opt out of the Settlement, you will be deemed to have opted out and will give up the right to object to the Settlement.

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing, called the Fairness Hearing, to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and costs to Settlement Class Counsel; and to consider the request for a service award to the Representative Plaintiff. The Court may also hear objections at the Fairness Hearing.

THE FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

On **August 15, 2025 at 9:30 a.m.**, the Court will hold a hearing on the fairness of the proposed Settlement (the "Fairness Hearing"). At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness from Settlement Class Members who timely submitted written objections and provided notice of their intent to appear. The hearing will take place before the Honorable Gregory Pollack of the San Diego County Superior Court, located at 330 West Broadway, Department 71, San Diego, California, 92101.

The hearing may be postponed to a different date or time or location without notice. Please check www.SeaWorldAnnualPassSettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, you will not be sent a notification of the change, but the change will be posted to the Settlement Website.

19. May I speak at the Hearing?

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement from Settlement Class Members who timely submitted written objections and Notices of Intent to Appear. You may attend the Fairness Hearing, but you do not have to attend. As described above, only Settlement Class Members who have timely filed an objection, and included in their objection a statement that they (or their lawyer) intend to appear and speak at the Fairness Hearing under the heading of "Notice of Intent to Appear" may speak at the Fairness Hearing. If you opt out of the Settlement, you cannot speak at the Fairness Hearing.

GETTING MORE INFORMATION

20. How do I get more information?

For more information, the Settlement Agreement, the Court's Preliminary Approval Order, the motion for an award of fees and costs and expenses to Settlement Class Counsel and a service award to the Named Plaintiff (once filed), and the Complaint filed in the lawsuit are or will be available on the Settlement Website at www.SeaWorldAnnualPassSettlement.com. Alternatively, you may contact the Settlement Administrator at:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

This description of the lawsuit and the Settlement does not include details regarding all issues and legal proceedings that have occurred in the lawsuit. You can inspect the Court files at the Clerk of the Court, 330 West Broadway, San Diego, California, during business hours Monday through Friday, or via the Court's website at <https://www.sdcourt.ca.gov/sdcourt/civil2> at your own expense. If you have questions about the Settlement, you may also contact Settlement Class Counsel:

| | | |
|--|--|---|
| <p>Grace Parasmó Yitzchak Lieberman Parasmó Lieberman Law 7119 West Sunset Blvd, Suite 808 Los Angeles, CA 90046 gparasmó@parasmóliebermanlaw.com yliberman@parasmóliebermanlaw.com</p> | <p>Ethan Preston Preston Law Offices 4054 McKinney Ave Suite 310 Dallas, TX 75204 ep@eplaw.us</p> | <p>Zack Broslavsky Broslavsky & Weinman, LLP 1500 Rosecrans Ave, Suite 500 Manhattan Beach, CA 90266 (310) 575-2550</p> |
|--|--|---|

21. What if my contact information has changed or changes?

It is your responsibility to provide updated information to the Settlement Administrator. You can contact the Settlement Administrator at:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377

DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

Attachment 4

If while residing in California, you purchased an Annual Pass to SeaWorld San Diego, you may be entitled to compensation

NEWS PROVIDED BY

Superior Court of the State of California for the County of San Diego →

Jun 03, 2025, 15:00 ET

SAN DIEGO, June 3, 2025 /PRNewswire/ -- *This is a court-authorized Notice. This is not a solicitation from a lawyer or a lawsuit against you.*

A \$1.5 million settlement has been reached in the class action lawsuit against SeaWorld Parks & Entertainment, Inc. and Sea World, LLC ("SeaWorld" or "Defendants"). SeaWorld San Diego is a theme park and entertainment company. Plaintiff Daniel Blanco ("Named Plaintiff") brought this Lawsuit individually and on behalf of a California class of consumers alleging that SeaWorld San Diego violated the requirements of California Business and Professions Code sections 17600-17606 regarding disclosure, affirmative consent to, and reminder of automatic renewal offer terms and cancellation rights in connection with a customer's purchase and renewal of Annual Passes. SeaWorld denies any wrongdoing and contends that it complied with all applicable laws.

Who is Included? You are a Settlement Class Member entitled to receive a *pro rata* (a legal term meaning equal share) cash payment under the Settlement if the following Settlement Class definition applies to you: all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge.



What does the Settlement provide? If the Court grants final approval and the Settlement becomes effective, SeaWorld will pay a settlement amount of \$1.5 million. The Settlement Administrator will subtract from the settlement amount the settlement administration expenses, any service award to the Named Plaintiff, and any attorneys' fee and expenses awarded to Settlement Class Counsel as approved by the Court. The remaining amount, the Net Settlement Amount, will be distributed on a pro rata basis (a legal term meaning equal share) to each Settlement Class Member who does not timely opt out of the Settlement.

When and where will the Court decide whether to approve the Settlement? The Court will hold a "Fairness Hearing" on August 15, 2025, at 9:30 a.m. to consider whether to approve: the Settlement, a request by Settlement Class Counsel for up to \$500,000 for their attorneys' fees and up to \$20,000 for their costs and expenses incurred in connection with the Lawsuit, and the Named Plaintiff's request for a service award of up to \$10,000 for their services with the Lawsuit.

How do I get a cash payment? You do not need to take any action now to receive a payment. If the Final Settlement Date occurs, cash payments will be issued to Settlement Class Members who do not timely opt out (referred to as "Participating Settlement Class Members"). After the Final Settlement Date, the Settlement Administrator will email Participating Settlement Class Members a link to the election portal, which will provide thirty (30) days to make their payment election. If no payment selection is made, participating Settlement Class Members will automatically receive a payment.

Other Options: If you are a Settlement Class Member and do not want to be legally bound by the Settlement and any judgments and orders, you must opt out by emailing or mailing a request for exclusion by **July 22, 2025**. If you do not opt out of the Settlement, you may object (i.e., tell the Court it should not approve the Settlement or any of the requested fee awards) by **July 31, 2025**. More information on how to opt out or object is available at www.SeaWorldAnnualPassSettlement.com. If you object, you may ask to appear at the Fairness Hearing, but you do not have to do so. If you do not opt out of this Settlement, you are waiving and releasing your rights to bring or maintain your own lawsuit against Defendants regarding the allegations in the Lawsuit and you will be legally bound by the Settlement and any judgments and orders.

This notice is a summary. Learn more about the Settlement at www.SeaWorldAnnualPassSettlement.com, or by calling toll-free 1-888-865-1770.



Attachment 5



Exclusion Report
SeaWorld Annual Pass Settlement
July 23, 2025

| Tracking Number | First Name | Last Name | Complete or Incomplete |
|-----------------|------------|------------|------------------------|
| 13393 | Adrianna | Santos | Complete |
| 16193 | Christina | Gray | Complete |
| 81565 | Diane | Vera | Incomplete |
| 107795 | Tanisha C | Fulcher | Incomplete |
| 139044 | Joshua | Stachowiak | Complete |