

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**
Isayan v. Cedar Fair, L.P., Case No. 24STCV16212 (L.A. Super. Ct.)

The Superior Court for the State of California authorized the Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive a settlement award from a class action lawsuit ("Action") against Cedar Fair, L.P., Cedar Fair Management, Inc., and Six Flags Entertainment Corporation (collectively, "Six Flags") related to processing fees that Six Flags charged for purchases of non-season tickets to Knott's Berry Farm and/or Knott's Soak City through www.knotts.com or to California's Great America through www.cagreatamerica.com. The Action was filed by a customer of Six Flags ("Plaintiff") and seeks reimbursement of these processing fees charged to Californians ("Class Members") during the Class Period (June 28, 2020, to July 1, 2024). Plaintiff and Six Flags disagree on which side would have prevailed in the Action, Six Flags denies all liability and wrongdoing, and the Court has not made any decisions regarding the merits of the Action. Instead, the parties have resolved the Action through a settlement whereby Six Flags will provide the following settlement awards to the Settlement Class.

The settlement award to be paid to each Participating Class Member will equal \$8.00. If you do nothing, you will receive the \$8 in the form of a credit to be used for a purchase on www.sixflags.com. If you wish to receive cash instead of a credit, and you submit a timely and valid Claim Form, you will receive the \$8 via electronic payment or, if you wish, by check.

The above calculation is based on Six Flags' records showing that you made an eligible purchase during the Class Period.

The Court has already preliminarily approved the proposed Settlement and approved the Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read the Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Six Flags to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Six Flags.

If you were charged a processing fee by Six Flags during the Class Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an \$8 credit for a future purchase from www.sixflags.com. As a Participating Class Member, though, you will give up your right to assert claims against Six Flags regarding the charging of a processing fee during the Class Period.
- (2) **File a Claim.** If, instead of a credit, you wish to receive \$8 in the form of cash, you must file a valid Claim Form by **December 22, 2026**. (If you received the Notice by a Second Email Attempt, you have 60 days from the date you received the Second Email Attempt). As a Participating Class Member, though, you will give up your right to assert claims against Six Flags regarding the charging of a processing fee during the Class Period.
- (3) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue claims against Six Flags regarding the charging of a processing fee during the Class Period.

Six Flags will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, and you will receive an \$8 credit for a future purchase on www.sixflags.com. In exchange, you will give up your right to assert the claims regarding processing fees against Six Flags that are covered by this Settlement (Released Claims).
You Can File a Claim to Receive Cash Instead of a Credit. The deadline to file a Claim is: <u>December 22, 2026</u> (If You Received the Notice by Second Email Attempt, You Have 60 Days from the Date you Received the Second Email Attempt.)	If you wish to receive \$8 cash instead of an \$8 credit, you must submit a signed and completed Claim Form to the Administrator by no later than <u>December 22, 2026</u>. (If you received the Notice by Second Email Attempt, you have 60 days from the date you received the Second Email Attempt.) The Claim Form is available at www.KnottsGreatAmericaSettlement.com. You may submit the form online or mail it to: Isayan v. Cedar Fair, L.P., c/o Settlement Administrator 1650 Arch St. Suite 2210 Philadelphia, PA 19103 If you do not submit a signed and completed Claim Form to the Administrator by the deadline, you will automatically receive the \$8 credit. See Section 5 of the Notice.
You Can Opt-out of the Class Settlement. The Opt-out Deadline is <u>December 22, 2026</u>. (If You Received the Notice by Second Email Attempt, You Have 60 Days from the Date you Received the Second Email Attempt.)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of the Notice.
Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by <u>December 22, 2026</u>. (If You Received the Notice by Second Email Attempt, You Have 60 Days from the Date you Received the Second Email Attempt.)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, and the amount paid to Class Counsel or Plaintiff does not affect the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of the Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 30, 2027 at 10:00 AM. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section 8 of the Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff purchased non-season tickets to Knott's Berry Farm from Six Flags and was charged a processing fee. The Action accuses Six Flags of violating California law by charging a processing fee that was not adequately disclosed and that was a junk fee. Plaintiff is represented by attorneys in the Action: Thomas Warren and Dan Terzian of Warren Terzian LLP ("Class Counsel").

Six Flags denies violating any laws and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Six Flags or Plaintiff is correct on the merits. In the meantime, Plaintiff and Six Flags hired an experienced, neutral mediator who is a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful.

By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Six Flags have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Six Flags does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Six Flags has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized the Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

3.1. Individual Settlement Payment of \$8 Credit or Cash. Six Flags has agreed to pay \$8 to each Class Member in the form of either (a) a credit for a future purchase on www.sixflags.com or (b) cash. To obtain cash, you must submit a timely, valid Claim (see Section 5 of the Notice). The total amount of cash or credit that will be distributed to all Class Members is approximately \$11,241,880. Assuming the Court grants Final Approval, the \$8 cash or credit will be distributed to each Class Member not more than 45 days after the Judgment entered by the Court becomes final. The Judgment will be final after the deadline for filing a notice of appeal from the Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

3.2. Other Monetary Benefits of the Settlement. Six Flags has agreed to these additional payments as part of the Settlement:

- Six Flags will pay up to \$89,500 to the Administrator to cover its expenses for administering this Settlement.
- Six Flags will pay up to \$10,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
- Six Flags will pay Class Counsel up to \$1,962,329 (less than 15% of the value of the Settlement) for attorneys' fees and expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

These additional payments will not affect the amount that each Class Member receives.

Participating Class Members have the right to object to any of these payments. The Court will consider all objections.

3.3. Need to Promptly Cash Payment Checks. The front of any check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date (within 180 days from the date of issuance), your check will be automatically cancelled, and you will instead receive an \$8 credit.

3.4. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **December 22, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and

signed Request for Exclusion by the **December 22, 2026**, Response Deadline. (If you received the Notice by Second Email Attempt, you have 60 days from the date you received the Second Email Attempt.) The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims regarding processing fees against Six Flags.

3.5. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Six Flags have agreed that, in either case, the Settlement will be void: Six Flags will not pay any money and Class Members will not release any claims against Six Flags.

3.6. Administrator. The Court has appointed a neutral company, Angeion Group, LLC (the "Administrator") to send the Notice, make payments, and process Class Members' Claims and Requests for Exclusion. The Administrator will also perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of the Notice.

3.7. Participating Class Members' Release. When Defendants fully fund the Cash Benefit Fund, the Credit Benefit Fund, and make the other payments ordered by the Court, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Six Flags or related entities regarding the facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon Defendants' fully funding the Cash Benefit Fund, the Credit Benefit Fund, and making the other payments as ordered by the Court, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiff and the Participating Class Members shall fully release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiff or Participating Class Members ever had, now have, or may have against the Released Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Released Parties' representations, advertising, marketing and/or sales during the Class Period, which were alleged in the Operative Complaint or which could have been reasonably alleged in the Operative Complaint based on the facts and claims alleged in the Operative Complaint.

"Released Parties" is defined as:

Defendants and all their present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such.

4. HOW WILL I GET PAID?

How Participating Class Members get paid depends on whether or not they file a Claim for cash.

4.1 Payments for Participating Class Members who do Nothing

If you do nothing, you will receive an \$8 credit **to the same email address as the Notice**. The credit can be used to make any future, paid purchase of any good or service on www.sixflags.com for use at any of Defendants' parks within the forty-eight continental United States, and is one-time use (i.e., can only be applied to a single order). The credit can be combined with any other discount or offer and is freely transferable. The credit can be used at any time, with no blackout dates, and expires 36 months from the date of issuance.

If you change your email address after receiving the Notice but before receiving the credit, be sure to notify the Administrator as soon as possible. Section 9 of the Notice has the Administrator's contact information.

4.2 Payments for Participating Class Members who File a Claim

If you file a timely and valid Claim, you will receive \$8 cash via electronic payment or, if you request, via check to the address you provide.

If you change your payment information before receiving payment, be sure to notify the Administrator as soon as possible. Section 9 of the Notice has the Administrator's contact information.

5. HOW DO I FILE A CLAIM?

If you wish to receive \$8 in cash instead of a credit for a future purchase, you must submit a signed and completed Claim Form to the Administrator by no later than **December 22, 2026**. (If you received the Notice by Second Email Attempt, you have 60 days from the date you received the Second Email Attempt.)

The Claim Form is available at www.KnottsGreatAmericaSettlement.com. You may submit the form online or mail it to:

Isayan v. Cedar Fair, L.P.
c/o Settlement Administrator
1650 Arch St. Suite 2210
Philadelphia, PA 19103

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit to the Administrator online or by mail a written and signed letter with your name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Isayan v. Cedar Fair, L.P.*, Case No. 24STCV16212 (L.A. Super. Ct.), and include your identifying information (full name, address, and email address or telephone number). You must make the request yourself or through your representative. **The Administrator must be sent your request to be excluded by December 22, 2026, or it will be invalid.** (If you received the Notice by Second Email Attempt, you have 60 days from the date you received the Second Email Attempt.) Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Six Flags are asking the Court to approve. At least 16 court days before the **March 30, 2027** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of the Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.KnottsGreatAmericaSettlement.com or the Court's website www.lacourt.ca.gov.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The objections may be submitted to the Administrator online or by mail. **The deadline for sending written objections to the Administrator is December 22, 2026.** (If you received the Notice by Second Email Attempt, you have 60 days from the date you received the Second Email Attempt.) Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [*Isayan v. Cedar Fair, L.P.*, Case No. 24STCV16212 (L.A. Super. Ct.)] and include either (a) your name, present address, email address or telephone number, approximate date(s) of purchase, and the park(s) that you purchased tickets for or (b) the Participating Class Members' notice ID number. Section 9 of the Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of the Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **March 30, 2027 at 10:00 AM** in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://lacc.lacourt.org/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.KnottsGreatAmericaSettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Six Flags and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator website at www.KnottsGreatAmericaSettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV16212. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Dan Terzian

Email Address: dan.terzian@warrenterzian.com

Name of Firm: Warren Terzian LLP

Mailing Address: 222 N. Pacific Coast Highway, Suite 2000; Los Angeles, CA 90245

Telephone: (213) 410-2617

Settlement Administrator:

Toll-Free Number: **1-888-885-4303**

Email Address: Info@KnottsGreatAmericaSettlement.com

Mailing Address: Isayan v. Cedar Fair, L.P., c/o Settlement Administrator, 1650 Arch St. Suite 2210, Philadelphia, PA 19103

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you elected to receive cash in the form of a check and you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will instead receive an \$8 credit for a future purchase.

11. WHAT IF I CHANGE MY EMAIL ADDRESS OR ADDRESS?

If you change your email address after receiving the Notice but before you receive payment, you should immediately notify the Administrator of your new email address.

If you change your address after receiving the Notice but before you receive payment, you should immediately notify the Administrator of your new address only if you filed a Claim Form electing to receive a check mailed to your address.