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Cedar Fair Management, Inc., and Six Flags
Entertainment Corporation*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Sargis Isayan, on behalf of himself, all others
similarly situated, and the general public

Plaintiff,

vs.

Cedar Fair, L.P., et al.

Defendants.

Case No. 24STCV16212

Honorable Judge Elaine Lu; Department 9

**ANSWER OF DEFENDANTS CEDAR
FAIR, L.P., CEDAR FAIR
MANAGEMENT, INC., AND SIX
FLAGS ENTERTAINMENT
CORPORATION TO PLAINTIFF'S
SECOND AMENDED CLASS ACTION
COMPLAINT**

Complaint Filed: June 28, 2024

Trial Date: TBD

1 **GENERAL DENIAL**

2 Defendants CEDAR FAIR, L.P., CEDAR FAIR MANAGEMENT, INC., and SIX
3 FLAGS ENTERTAINMENT CORPORATION (collectively “Defendants”) hereby answer the
4 Second Amended Class Complaint of Plaintiff SARGIS ISAYAN as follows:

5 Pursuant to the provisions of Section 431.30(d) of the California Code of Civil Procedure,
6 Defendants deny, generally and specifically, each and every allegation of the Second Amended
7 Class Action Complaint and further deny, generally and specifically, that Plaintiff is entitled to
8 damages or to any other relief whatsoever by reason of any act or omission on the part of
9 Defendants.

10 **AFFIRMATIVE AND OTHER DEFENSES**

11 In addition, Defendants allege and assert the affirmative and other defenses set forth
12 herein. By pleading these defenses, Defendants do not assume the burden of proving or
13 disproving any fact, issue, or element of a cause of action or defense where such burden properly
14 belongs to Plaintiff. Moreover, nothing stated herein is intended or shall be construed as a
15 concession that any particular issue or subject matter is relevant to Plaintiff’s allegations.

16 **FIRST AFFIRMATIVE DEFENSE**

17 **(Failure to State Cause of Action)**

18 1. The Second Amended Class Action Complaint, and each purported cause of
19 action alleged therein, fails to state facts sufficient to constitute a cause of action upon which
20 relief may be granted.

21 **SECOND AFFIRMATIVE DEFENSE**

22 **(Ratification)**

23 2. Plaintiff and the purported class by their acts, conduct, and/or omissions, have
24 ratified Defendants’ acts, conduct, and omissions, if any. Accordingly, Plaintiff and the Purported
25 Class are barred from seeking any relief from Defendants.

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1 **THIRD AFFIRMATIVE DEFENSE**

2 **(Laches)**

3 3. The Second Amended Class Action Complaint, and each purported cause of action
4 alleged therein, is barred in whole or in part by the doctrine of laches.

5 **FOURTH AFFIRMATIVE DEFENSE**

6 **(All Obligations Performed)**

7 4. Defendants allege that they have fully and/or substantially performed any and all
8 obligations they may have owed to Plaintiff, any aggrieved consumer, and the purported class.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 **(Failure to Mitigate)**

11 5. Plaintiff and the purported class's claims are barred by their failure, and/or the
12 failure of the persons and/or entities acting on their behalf, to mitigate any purported damages.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 **(Failure to Plead Specific Facts)**

15 6. Plaintiff's causes of action claiming unfair business practices in violation of
16 California Business & Professions Code § 17200 and false advertising in violation of California
17 Business & Professions Code § 17500 are barred because they fail to plead specific facts capable
18 of stating a claim for unfair business practices or false advertising.

19 **SEVENTH AFFIRMATIVE DEFENSE**

20 **(Estoppel)**

21 7. Plaintiff and the purported class are estopped by their own actions and conduct
22 from asserting any cause of action against Defendants.

23 **EIGHTH AFFIRMATIVE DEFENSE**

24 **(Waiver)**

25 8. Plaintiff and the purported class have engaged in conduct and activity sufficient to
26 constitute a waiver of any right to assert the claims upon which they now seeks relief.

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1 **NINTH AFFIRMATIVE DEFENSE**

2 **(No Damages)**

3 9. Pursuant to the Business & Professions Codes § 17200 and § 17500, Plaintiff is
4 not entitled to an award of damages.

5 **TENTH AFFIRMATIVE DEFENSE**

6 **(Safe Harbor)**

7 10. Plaintiff's claims are barred in whole or in part because of Defendants' compliance
8 with all applicable laws, statutes, and regulations, which constitutes a safe harbor to any claim
9 under California Business & Professions Code Sections 17200, *et seq.*

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 **(Compliance with Applicable Law and Regulation)**

12 11. Plaintiff and the purported class's claims are barred, in whole or in part, because
13 Defendants acts and/or practices were done in accordance with all applicable laws, rules, and
14 regulations to which it was subject to comply, and thus cannot be deemed unlawful, unfair,
15 fraudulent, deceptive, untrue, or misleading.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 **(Consent)**

18 12. Plaintiff is unable to state a cause of action against Defendants because Plaintiff
19 consented to any and all actions allegedly taken by Defendants.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 **(No Attorneys' Fees)**

22 13. Plaintiff's purported causes of action in the Second Amended Class Action
23 Complaint fail to state facts or any legal theory sufficient to entitle Plaintiff to an award of
24 attorneys' fees in any amount.

25 **FOURTEENTH AFFIRMATIVE DEFENSE**

26 **(Statute of Limitations)**

27 14. Defendants allege that each of the causes of action are barred by the statute of
28 limitations provisions of the Code of Civil Procedure including, but not limited to, section 338,

1 Business and Professions Code section 17208.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 **(No Willful or Malicious Act upon which Punitive Damages are Proper)**

4 15. Defendants did not act willfully or maliciously, nor has Plaintiff alleged any facts
5 evidencing that Defendants acted willfully or maliciously, as to the damage at issue herein.
6 Defendants are informed and believe and thereon allege that Plaintiff cannot plead facts upon
7 which punitive damages for willful or malicious conduct could be awarded, per Civil Code
8 section 3294.

9 **SIXTEENTH AFFIRMATIVE DEFENSE**

10 **(Unjust Enrichment)**

11 16. The relief requested by Plaintiff and the purported class is barred in whole or in
12 part by the doctrine of unjust enrichment.

13 **SEVENTEENTH AFFIRMATIVE DEFENSE**

14 **(Due Process)**

15 17. Allowing this action to proceed with Plaintiff as representative of any allegedly
16 aggrieved consumer, and/or the purported class, as applied to the facts and circumstances of this
17 case, would constitute a denial of Defendants' due process rights, both substantive and procedural,
18 in violation of the Constitutions of the United States of America and the State of California.

19 **EIGHTEENTH AFFIRMATIVE DEFENSE**

20 **(Improper Party)**

21 18. The Plaintiff and the purported class are barred from obtaining the relief requested
22 from the Defendants to the extent that the Defendants are not the properly named parties and are
23 not responsible for any claimed damage.

24 **NINETEENTH AFFIRMATIVE DEFENSE**

25 **(Release and/or Satisfaction of Claims)**

26 19. Plaintiff's claims and any claim on behalf of any allegedly aggrieved consumer
27 and/or the purported class are barred to the extent Plaintiff, any allegedly aggrieved consumer,
28 and/or the purported class released the claims and damages sought and/or acknowledged an

1 accord and satisfaction and/or release of any claim asserted in the Second Amended Class Action
2 Complaint.

3 **TWENTIETH AFFIRMATIVE DEFENSE**

4 **(Failure to Comply with Condition Precedent)**

5 20. Defendants allege that Plaintiff's claims are barred because Plaintiff has failed to
6 satisfy all of the conditions precedent necessary to establish entitlement to recovery.

7 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

8 **(Multiple Recovery)**

9 21. The Second Amended Class Action Complaint and each purported claim alleged
10 therein are barred in whole or in part to the extent that Plaintiff, any allegedly aggrieved consumer,
11 and/or the purported class seek multiple recoveries for the same alleged wrong or wrongs.

12 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

13 **(Claims Not Manageable)**

14 22. The Second Amended Class Action Complaint is barred to the extent that the
15 presence of numerous individualized issues that render the case unmanageable.

16 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

17 **(Equitable Relief Unavailable)**

18 23. The Second Amended Class Action Complaint and each purported claim alleged
19 therein fails to state a claim for injunctive or other equitable relief.

20 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

21 **(After-Acquired Evidence)**

22 24. In the event that Defendants discover any after-acquired evidence, Plaintiff's and
23 the purported classes' claims against Defendants and/or the relief sought by them against
24 Defendants would be barred by the doctrine of after-acquired evidence.

25 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

26 **(Failure to Satisfy Requirements of a Class Action)**

27 25. Plaintiff fails, in whole or in part, to state specific facts sufficient to certify a class
28 action. There is no question of a common or general interest or well-defined community of interest

1 among the purported class membership.

2 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

3 **(Improper Class Representative)**

4 26. The Second Amended Class Action Complaint, and each purported cause of action
5 therein, are barred in whole or in part because Plaintiff does not meet the requirements for a class
6 representative.

7 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

8 **(Failure of Predominant Questions of Law or Fact)**

9 27. Plaintiff has failed to adequately plead the elements necessary for class action
10 treatment, and therefore should be barred from seeking to certify this case as a class action,
11 including without limitation because there are no predominant common questions of law or fact
12 among the purported class representative and the purported class members.

13 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

14 **(Failure of Class Representative Having Claims Typical of the Class)**

15 28. Plaintiff has failed to adequately plead the elements necessary for class treatment,
16 and should therefore be barred from seeking to certify this case as a class action, including without
17 limitation because the proposed class representative does not have claims typical of the purported
18 class members.

19 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

20 **(Class Action Not A Superior Method of Adjudication)**

21 29. The Second Amended Class Action Complaint and each purported cause of action
22 therein is barred in whole or in part because a class action is not the superior method for
23 adjudicating this dispute.

24 **THIRTIETH AFFIRMATIVE DEFENSE**

25 **(Proposed Class Definition Defective/No Ascertainability)**

26 30. The proposed class definitions are defective, in that they fail to provide a
27 reasonable means by which to ascertain the persons who fall within the proposed class definition.

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1 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

2 **(Benefits of Business Practice)**

3 31. Defendants are not liable for violation of unfair business practices pursuant to
4 California Business and Professions Code sections 17200, *et seq.*, because the benefits of
5 Defendants' practices with respect to Plaintiff, any alleged aggrieved consumers, and/or the
6 purported class outweigh whatever particular harm or impact the practices allegedly cause them.

7 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

8 **(Legitimate Business Reason)**

9 32. The Second Amended Class Action Complaint, and each purported claim alleged
10 therein, are barred because the alleged conduct of Defendants was at all times justified, fair,
11 privileged, and undertaken in the good faith exercise of a valid business purpose.

12 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

13 **(Failure to Specify Monetary Damages)**

14 33. Plaintiff, any allegedly aggrieved consumer, and the purported class are precluded
15 from recovering restitution, in whole or in part, from Defendants under the applicable provisions
16 of the law to the extent that Plaintiff, any allegedly aggrieved consumers, and/or the purported
17 class cannot specify quantifiable monetary amounts converted from them by Defendants for
18 which restitution is owed.

19 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

20 **(Speculative Monetary Relief)**

21 34. Plaintiff and the purported class' claims are barred, in whole or in party, because
22 the requested monetary relief is too speculative, remote, and/or impossible to prove and/or
23 allocate.

24 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

25 **(Lack of Standing)**

26 35. Plaintiff and the purported class lack standing to assert any of the claims for relief
27 because they sustained no injuries or damages.

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1 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

2 **(Assumption of Risk)**

3 36. Plaintiff and the purported class' claims are barred because they assumed the risk
4 associated with the conduct that led to the alleged injuries or damages,

5 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

6 **(Unclean Hands)**

7 37. Plaintiff and the purported class are barred, in whole or in part, from prosecuting
8 each cause of action set forth in the Second Amended Class Action Complaint by the doctrine of
9 unclean hands.

10 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

11 **(No Duty to Disclose)**

12 38. Plaintiff and the purported class' claims are barred, in whole or in part, because
13 Defendant had no duty to disclose any of the purported information Plaintiff alleges was not
14 disclosed.

15 **RESERVATION OF RIGHTS**

16 Defendants hereby give notice that they intend to rely upon such other and further
17 affirmative and other defenses they identify and/or as may become available during discovery in
18 this action, and Defendants reserve the right to amend this Answer to assert any such defenses.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Defendants request judgment as follows:

- 21 1. That Plaintiff takes nothing by the Second Amended Class Action Complaint;
22 2. That the Second Amended Class Action Complaint be dismissed;
23 3. That judgment be entered in favor of Defendants;
24 4. That Defendants be awarded their costs of suit and attorney fees incurred herein;
25 and
26 5. That Defendants be awarded such other and further relief as the Court deems just
27 and proper.

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1 Dated: May 12, 2026

VORYS, SATER, SEYMOUR and PEASE LLP

2
3 By:



4 Thomas N. McCormick
5 Attorney for Defendants Cedar Fair, L.P., Cedar
6 Fair Management, Inc., and Six Flags
7 Entertainment Corporation
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA)**
3 **COUNTY OF ORANGE)** ss.

4 I, Angela Mocarapiromya, declare:

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not a
6 party to the within action. My business address is 2211 Michelson Drive, Suite 500, Irvine, CA 92612.

7 On May 12, 2026, I served the document(s) described as:

8 **ANSWER OF DEFENDANTS CEDAR FAIR, L.P., CEDAR FAIR MANAGEMENT,**
9 **INC., AND SIX FLAGS ENTERTAINMENT CORPORATION TO PLAINTIFF'S**
SECOND AMENDED CLASS ACTION COMPLAINT

10 on all interested parties in said action as stated on the parties listed below by delivery as described
11 below:

12 **WARREN TERZIAN LLP**

13 Thomas D. Warren, tom.warren@warrenterzian.com
14 Dan Terzian, dan.terzian@warrenterzian.com
15 Erick K. Kuylman, erick.kuylman@warrenterzian
222 N. Pacific Coast Highway, Suite 2000
Los Angeles, California 90245
Telephone: (213) 410-2620

16 *Attorneys for Plaintiff and Proposed Class Counsel*

17 ☒ **BY EMAILED ELECTRONIC TRANSMISSION:** I caused said document(s) to
18 be served on the parties via electronic transmission via **CASE ANYWHERE** on
the date below.

19 ☒ **STATE** I declare under penalty of perjury under the laws of the State of
20 California that the above is true and correct. Executed on May 12, 2026, at Irvine,
California.

21 

22
23 _____
Angela Mocarapiromya