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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SARGIS ISAYAN, on behalf of himself, all
others similarly situated, and the general
public,

Plaintiff,

v.

CEDAR FAIR, L.P., a Delaware limited
partnership; CEDAR FAIR MANAGEMENT,
INC., an Ohio corporation; SIX FLAGS
ENTERTAINMENT CORPORATION, a
Delaware corporation; and JOHN DOES 1—
10,

Defendants.

Case No. 24STCV16212
Hon. Elaine Lu, Dept. 9

**Plaintiff Sargis Isayan's Unopposed Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement; Memorandum of
Points and Authorities**

*[filed contemporaneously with Declaration of Thomas
Warren, Declaration of Michael Lynch; Declaration of
Sargis Isayan; [Proposed] Order Granting Preliminary
Approval; [Proposed] Judgment]*

Date: June 30, 2026
Time: 10:00 AM
Dept.: 9

Action Filed: June 28, 2024
Trial Date: N/A

1 **NOTICE OF MOTION AND MOTION**

2 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that on June 30, 2026, at 10:00 AM or as soon thereafter as
4 this matter may be heard in Department 9 of the above-captioned Court, located at 312 North
5 Spring Street, Los Angeles, CA 90012, Plaintiff Sargis Isayan will and hereby does move for an order
6 that:

- 7 • grants preliminary approval of the settlement;
8 • provisionally certifies the settlement class for settlement purposes only;
9 • appoints Plaintiff Sargis Isayan as class representative;
10 • appoints Warren Terzian LLP as class counsel;
11 • appoints Angeion Group, LLC as settlement administrator;
12 • approves the form and manner of class notice;
13 • sets deadlines for class members to submit objections, requests for exclusion,
14 and requests for cash payment; and
15 • sets a final approval hearing.

16 Defendants do not oppose this motion.

17 This motion is based on this notice of motion and motion, the memorandum of points and
18 authorities, the concurrently-filed declarations, the documents on file in this action, and any
19 argument or evidence presented at the hearing.

20 Dated: April 28, 2026

WARREN TERZIAN LLP

21 

22 _____
23 Thomas D. Warren

24 *Counsel for Plaintiff*
25 *Sargis Isayan and Proposed Class Counsel*
26
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28

MEMORANDUM OF POINTS AND AUTHORITIES

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Cal. R. Ct. 3.769	12
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1 Plaintiff Sargis Isayan moves for preliminary approval of the class action settlement
2 agreement and certification of the provisional settlement class. This motion is unopposed.

3 **I. SUMMARY OF THE LITIGATION**

4 **A. Identity of the Parties**

5 The plaintiff is Sargis Isayan.

6 The defendants are Cedar Fair, L.P., Cedar Fair Management, Inc., and Six Flags
7 Entertainment Corporation.

8 **B. Procedural History**

9 Plaintiff filed the original complaint in June 2024. About six months later, Plaintiff filed the
10 First Amended Class Action Complaint (“FAC”). In January 2025, Defendants demurred to the
11 FAC. The Court overruled the demurrer in March 2025.

12 On the same day that the Court overruled the demurrer, Plaintiff served written discovery.
13 Declaration of Thomas Warren at ¶ 3 (“Warren Decl.”). Before answering that discovery, the
14 parties agreed to conduct a mediation and hold that discovery in abeyance. *Id.* at ¶ 4.

15 The parties held the mediation in July 2025 before the Honorable John Leo Wagner, Retired,
16 of Judicate West. *Id.* at ¶ 5. That mediation was not successful. *Id.*

17 Plaintiff then served additional written discovery, and Defendants served their own written
18 discovery. *Id.* at ¶¶ 6–7. The parties answered all outstanding discovery in late August and early
19 September 2025. *Id.* at ¶ 8. Plaintiff initiated meet-and-confer discussions on Defendants’
20 responses, which the parties resolved without Court intervention. *Id.* In total, Defendants produced
21 over 2,900 pages of responsive documents and Plaintiff produced 285 pages. *Id.* at ¶ 10.

22 In mid-September, Plaintiff issued notices of deposition of Defendants on class certification
23 issues. *Id.* at ¶ 10. Before taking the depositions, the parties agreed to hold a second mediation
24 before Judge Wagner. *Id.* That mediation took place in November 2025 and led to this settlement.
25 *Id.*

26 **C. Claims Asserted and Factual Basis for Claims**

27 The complaint asserts that, until July 1, 2024, Defendants charged a processing fee for
28 purchases of non-season tickets through Knott’s Berry Farm and Great America’s websites. Second

1 Amended Complaint, Apr. 23, 2026, at ¶¶ 3–6, 17–20. The complaint asserts two causes of action:
2 alleged violations of the Unfair Competition Law and the False Advertising Law. *Id.* at ¶¶ 39–54.

3 **II. DUNK/KULLAR ANALYSIS**

4 **A. The settlement is entitled to a presumption of fairness.**

5 To start, the settlement is entitled to a presumption of fairness. “[A] presumption of fairness
6 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
7 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
8 in similar litigation; and (4) the percentage of objectors is small.” *Dunk v. Ford Motor Co.*, 48 Cal.
9 App. 4th 1794, 1802 (1996).

10 The first three requirements are met. The fourth—the percentage of objectors—cannot be
11 assessed until final approval.

12 *First*, the settlement was the product of arm’s-length bargaining. The parties first mediated
13 in July 2025 before the Honorable John Leo Wagner (Ret.) of Judicate West. Warren Decl. at ¶ 5.
14 That mediation failed, and the parties returned to litigation. *Id.* Only after four months of aggressive
15 discovery did the parties agree to a second mediation before Judge Wagner, which was held in
16 November and was successful. *Id.* at ¶¶ 3, 6–11. This is textbook arm’s-length bargaining. *See*
17 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 52–53 (2008).

18 *Second*, Plaintiff’s investigation and discovery was sufficient. Plaintiff propounded and
19 obtained responses to 41 special interrogatories, 22 requests for production, 25 requests for
20 admission, and form interrogatories and received more than 2,900 pages of responsive documents.
21 Warren Decl. at ¶¶ 9–10. Plaintiff believes that this discovery showed that Defendants engaged in
22 materially uniform practices of charging processing fees, with materially uniform disclosures. *Id.* at ¶
23 10.

24 Defendants also produced sales records to Plaintiff, which established the maximum
25 exposure and were critical to Plaintiff’s evaluation of the reasonableness of the settlement. *Id.*

26 *Third*, class counsel is experienced in similar consumer class action litigation. *Id.* at ¶ 18.
27 Class counsel developed novel legal theories in this complaint through an exhaustive review of new
28 drip-pricing legislation and its legislative history, enabling counsel to file this complaint on behalf of

California consumers for drip-pricing conduct that preceded the enactment of the drip-pricing amendments to the California Consumer Legal Remedies Act in 2024. *Id.*

B. Summary of the Case

The complaint asserts that Defendants engaged in drip pricing and junk fee schemes. In brief, the complaint alleges that:

- Defendants charged a mandatory processing fee on all purchases of non-season tickets through the Knott's Berry Farm and Knott's Soak City website, www.knotts.com, and the California's Great America website, www.cagreatamerica.com;
- The amount of the processing fee was not revealed until the checkout page, after the consumer had navigated through several webpages and mentally committed to the transaction; and
- The processing fee supplied no added value to the consumer, and there was no corresponding processing cost to the Defendants.

Second Amended Complaint, Apr. 23, 2026, at ¶¶ 17–20.

The complaint asserts that both schemes independently violate the Unfair Competition Law and the False Advertising Law and that the class is entitled to restitution of the fees as a result. *Id.* at ¶¶ 39–54.

C. Summary of the Investigation and Discovery

Before filing the complaint, class counsel conducted a detailed investigation into Defendants' practice of charging processing fees, including:

- Evaluating the uniformity of the practice;
- Evaluating the uniformity of the checkout flow; and
- Evaluating the absence of any potential arbitration clauses.

Warren Decl. at ¶ 2.

After the Court lifted the discovery stay on class certification issues, class counsel served 41 special interrogatories, 22 requests for production, and 25 requests for admission (with corresponding form interrogatory no. 17.1) on these topics:

- The websites (e.g., the checkout flow, ticket pricing, processing fees) and the alleged uniformity as to class members' experiences;

- Defendants' possession of class data (e.g., purchase information, names, contact information);
- Defendants' contracts with the class members;
- The amount and calculation of the processing fee; and
- Preservation policies.

Id. at ¶ 8. Defendants served responses, and class counsel promptly initiated meet-and-confer communications over responses that they believed were deficient. *Id.* The parties resolved those disputes without Court intervention, and Defendants then served supplemental responses. *Id.*

Class counsel analyzed these documents in the course of litigation:

- Defendants' transaction data for purchases of non-season tickets through Knott's Berry Farm and Great America's website (with customer identity redacted);
- Thousands of pages of archived website screenshots for Knott's Berry Farm and Great America;
- Defendants' internal change logs and internal emails regarding changes to the websites during various times in the class period;
- Defendants' internal pricing chart as to the pricing of tickets at various times and to various consumers;
- Defendants' internal emails regarding proposed sale promotion pricing and associated fee disclosures;
- Defendants' internal emails regarding the charging of, the calculation of, and the determination of the amount of processing fees;
- Defendants' internal emails and documents regarding their online ticket platform; and
- Defendants' preservation policies.

Id. at ¶ 12.

D. Summary of Settlement Negotiations

The parties first engaged in settlement discussions in July 2025, in a mediation before Judge Wagner. Warren Decl. at ¶ 5. That mediation was not successful. *Id.*

1 The parties next discussed settlement at a second mediation before Judge Wagner, in
2 November 2025. *Id.* at ¶ 11. That mediation was successful and produced a signed term sheet. *Id.*
3 The parties then spent the next four-to-five months addressing various logistical and technical issues
4 and negotiating the settlement agreement now before the Court. *Id.*

5 **E. Summary of the Risks, Expenses, Complexity, and Duration of Further Litigation if the**
6 **Settlement is not Approved**

7 The class would face at least three material risks if the settlement were not approved.

8 *First*, the legal theories upon which the complaint was filed in this case are novel and
9 untested. The drip-pricing claim is primarily founded on the legislative intent of the 2024 Honest
10 Pricing Law (SB 478), a statute that does not apply retroactively, as well as a Court of Appeal false
11 advertising case that, while predicated on a bait-and-switch theory of false advertising, did not
12 directly address drip pricing and concerned only in-store sales (*Veera v. Banana Republic, LLC*, 6
13 Cal. App. 5th 907 (2016)). The junk-fee claim, in turn, is similarly novel and untested. With
14 essentially no controlling authority on point, any judgment for class members would be subject to
15 the risk of adverse dispositive motions and an appeal of any judgment.

16 *Second*, liability will ultimately be a mixed legal and factual issue. So the class faces not only
17 risk of a judicial determination that the claims are legally unsupported, the class also faces risk that a
18 fact finder may conclude that an advertisement’s disclosing a price “plus applicable fees” (as
19 Defendants’ advertisements did here) is not actionably deceptive. Such a factual determination
20 would be subject to the deferential standard of review on appeal for findings of fact and jury
21 determinations.

22 *Third*, the claims at least partly depend on proving fraud-like elements. Class members who
23 made prior purchases and noticed the fee might not be able to establish that they were deceived with
24 respect to subsequent purchases, and if they first noticed the fee before the class period began, they
25 might not have a viable claim within the class period.

26 **F. Summary of the Risks of Achieving and Maintaining Class Action Status**

27 As noted above, it might be difficult for class members who made multiple purchases to have
28 viable claims for subsequent purchases, assuming that they noticed the fee on prior visits. That

1 could lead to challenges to the ascertainability of the class, as it may be difficult to establish which
2 multi-purchase class members noticed the processing fee and which did not. Alternatively, it could
3 lead to narrowing the class to exclude those persons or those transactions.

4 **G. Consideration Received in Exchange for Release and in Light of Value of Claims**

5 The settlement provides the class with an exceptional recovery—both in absolute terms and
6 relative to comparable settlements.

7 The total value of the settlement is \$13,303,709. That figure has four components: (1)
8 \$11,241,880 in direct payments to class members (\$8 per class member, across 1,405,235 class
9 members); (2) up to \$1,962,329 in legal fees and costs; (3) up to \$89,500 in administration
10 expenses; and (4) up to \$10,000 as a service award to the class representative. Warren Decl., Exhibit
11 1, Settlement Agreement at ¶¶ 3.1.1–3.1.6, 3.2.1, 3.3.1, 3.4; *see Broomfield v. Craft Brew All., Inc.*, No.
12 17-cv-01027-BLF, 2020 WL 1972505, at *26 (N.D. Cal. Feb. 5, 2020) (including attorneys’ fees,
13 administration costs, and litigation expenses when calculating total settlement value). Because legal
14 fees, costs, administration expenses, and the service award are paid separately, the class members’
15 recovery is not reduced by a single dollar.

16 The \$8 payment corresponds to virtually the entire processing fee charged—the average fee
17 was \$8.07. Warren Decl. at ¶ 13. That is a recovery rate of over 99% on the drip-pricing claim.¹ And
18 because fees and costs are paid separately, the total settlement value represents 117% of the class’s
19 maximum direct damages.²

20 Each class member may elect to receive payment as cash or as a credit toward future Six
21 Flags ticket purchases. Warren Decl., Exhibit 1, Settlement Agreement at ¶¶ 3.1.1–3.1.6. Class
22 members who do nothing automatically receive the \$8 credit, which is freely transferrable, can be
23 used at any time with no blackout dates, may be combined with any other discount or offer, and
24 expire three years after issuance. *Id.* at ¶ 3.5. Class members will receive a reminder about the credit
25

26 ¹ The total amount of processing fees charged to the class is \$11,340,698.65 (for the first purchases
27 only by the class; excludes processing fees charged on later purchases), and the total payment to the
class is \$11,241,880. $11,241,880 / 11,340,698.65 = 99.1\%$.

28 ² $[11,241,880 \text{ (class payment)} + 1,962,329 \text{ (legal fee payment)} + 89,500 \text{ (administrative expense payment)}] / 11,340,698.65 = 117.2\%$.

1 one year after issuance. *Id.* at ¶ 3.6. Class members who prefer cash may elect it by completing a
2 short form identifying themselves and their preferred payment method, without any need for
3 supporting records. *Id.* at ¶¶ 3.1.3, 7.5.1, Ex. B.

4 Credit-based settlements are routinely approved when they maximize value to the class. *See*
5 *Chavez*, 162 Cal. App. 4th at 52–55 (affirming settlement consisting entirely of a one-month Netflix
6 credit, with no cash alternative); *In re Microsoft I–V Cases*, 135 Cal. App. 4th 706, 710–13 (2006)
7 (affirming settlement consisting entirely of vouchers as low as \$5, with no cash alternative). Here,
8 the settlement goes further: it offers each class member the choice between cash and credit, at a
9 recovery rate that dwarfs typical class action settlements.

10 The \$8 payment corresponds to one processing fee per class member, reflecting the
11 strongest theory of liability—that drip pricing is most actionable when a consumer first encounters
12 the undisclosed fee. While drip pricing theoretically applies to every transaction, it is more difficult
13 to establish that consumers who previously paid the fee were equally vulnerable to deception on
14 subsequent purchases. The compromise is reasonable, and even for class members who paid
15 multiple processing fees during the class period, the per-member recovery far exceeds the norm. *See*
16 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 456, 459 (9th Cir. 2000) (affirming settlement at 14.4%
17 of maximum damages); *Lako v. Loandepot, Inc.*, No. 24-3932, 2025 WL 2389432, at *2 (9th Cir. Aug.
18 18, 2025) (11%); *Fraley v. Facebook, Inc.*, 638 F. App’x 594, 597 (9th Cir. 2016) (2%). And customers
19 who visited the parks with even greater frequency likely opted for annual passes, placing them
20 outside the class definition.

21 **III. CLASS CERTIFICATION**

22 The Court should certify the provisional settlement class.

23 Courts may certify a provisional settlement class as part of a preliminary approval of a
24 settlement. Cal. R. Ct. 3.769(d). When doing so, courts use “a lesser standard of scrutiny” for
25 certification. *Glob. Mins. & Metals Corp. v. Superior Ct.*, 113 Cal. App. 4th 836, 859 (2003). “The
26 reason for this is that no trial is anticipated in a settlement class case, so the case management issues
27 inherent in the ascertainable class determination need not be confronted.” *Id.*

28 The provisional settlement class meets all the requirements for class certification.

1 **A. Numerosity**

2 Numerosity is satisfied because the number of class members exceeds 1.4 million persons.
3 Warren Decl., Exhibit 1, Settlement Agreement at ¶ 3.1.1; *Hebbard v. Colgrove*, 28 Cal. App. 3d 1017,
4 1030 (1972) (ten class members sufficient).

5 **B. Ascertainability**

6 A class is ascertainable when it is defined “in terms of objective characteristics and common
7 transactional facts” *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019). The class definition
8 here meets that standard for settlement purposes: any Californian who bought non-season tickets in
9 the June 28, 2020, to July 1, 2024, time period and was charged a processing fee. Second Amended
10 Complaint, Apr. 23, 2026, at ¶ 27. What’s more, class membership has been entirely determined
11 from Defendants’ own records.

12 **C. Community of Interest For a Settlement Class**

13 For the Settlement Class, there are predominant common questions of law or fact, and
14 Plaintiff’s claims are typical of the class.

15 Plaintiff’s claims arise from Defendants’ uniform practice of charging a processing fee on
16 non-season ticket purchases made through the Knott’s Berry Farm and Great America websites
17 during a defined period. Every class member was subjected to the same pricing practice.

18 The central questions—whether the processing fee was disclosed in compliance with
19 California law and whether the practice violated the applicable consumer protection statutes—are
20 common to every class member and can be resolved with common proof drawn from Defendants’
21 own checkout-flow records and uniform sales practices. *See Brinker Rest. Corp. v. Superior Ct.*, 53
22 Cal.4th 1004, 1022 (2012) (“As a general rule if the defendant’s liability can be determined by facts
23 common to all members of the class, a class will be certified even if the members must individually
24 prove their damages.”). These questions involve essentially the same disclosures that were made to
25 all class members.

26 Plaintiff’s claims are typical. He purchased non-season tickets through Knott’s Berry
27 Farm’s website during the class period, and he was charged a similar processing fee to every other
28

1 class member. Declaration of Sargis Isayan at ¶¶ 3–4 (“Isayan Decl.”). There are no unique
2 defenses that apply to Plaintiff. *Id.* at ¶ 4; Warren Decl. at ¶ 14.

3 **D. Adequacy**

4 Class counsel will adequately represent the class. They have prosecuted this case vigorously
5 and obtained an exceptional result. They pioneered the complaint’s main drip pricing theory.
6 Warren Decl. at ¶ 18. They have significant class action litigation experience, on both the plaintiff
7 and defense side. *Id.* at ¶ 19. While relatively new to the plaintiff side, they have already been
8 certified as class counsel in three Superior Court class actions and is putative class counsel in more
9 than 15 other cases. *Id.*

10 Plaintiff will also adequately represent the class. He has agreed to act as a class
11 representative and understands his responsibilities, and he has no conflicts of interest. Isayan Decl.
12 at ¶¶ 5–6. To that end, he has responded to the detailed and many questions from class counsel,
13 produced key documents, and reviewed and responded to detailed discovery requests. *Id.* at ¶ 7.

14 **E. Superiority**

15 The California Supreme Court has affirmed “the principle that defendants should not profit
16 from their wrongdoing simply because their conduct harmed large numbers of people in small
17 amounts instead of small numbers of people in large amounts.” *Linder v. Thrifty Oil Co.*, 23 Cal.4th
18 429, 446 (2000). Each class member’s individual claim is valued at a single processing fee—plainly
19 insufficient to support individual litigation. The class mechanism is the only practicable means of
20 resolving these claims.

21 **IV. SETTLEMENT AGREEMENT**

22 The settlement agreement is attached as Exhibit 1 to Mr. Warren’s declaration. Additionally,
23 a redlined comparison between the settlement agreement and the Los Angeles model form is
24 attached as Exhibit 2 to his declaration.

25 **A. Class Definition**

26 The class is defined as “all California citizens who, during the period of June 28, 2020, to
27 July 1, 2024, inclusive, purchased non-season tickets to Knott’s Berry Farm and/or Knott’s Soak
28 City at www.knotts.com or to California’s Great America at www.cagreatamerica.com, and were

1 charged a processing fee.” Warren Decl., Exhibit 1, Settlement Agreement at ¶ 1.9. The class
2 members are ascertainable from Defendants’ records and number about 1.4 million. *Id.* at ¶ 3.1.1.

3 **B. Release**

4 The class members’ release is tied to facts “that are based on or arise out of the same factual
5 predicate as the Action.” *Id.* at ¶ 5.3; *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 586 (2010)
6 (“[A] court may release not only those claims alleged in the complaint and before the court, but also
7 claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth
8 or referred to in’ the complaint.”). The settlement does not have a Section 1542 waiver for the class
9 members. *Id.* at ¶ 5.2 (Section 1542 waiver for Plaintiff only).

10 The release is effective when the judgment becomes final. *Id.* at ¶¶ 1.22, 5.3. The class
11 members will be paid within 45 days after that. *Id.* at ¶¶ 3.1.4, 3.1.5. This is in the best interests of
12 the class because it (a) provides objective certainty on a uniform release date that is derivable from
13 the public court docket and (b) is a de minimis period in any event. It also is in line with the Los
14 Angeles Superior Court’s model settlement agreement, which has the defendant transmitting funds
15 to the administrator within 14 days after the effective date.

16 **C. Monetary Terms**

17 Under the settlement agreement, Defendants agree to pay a total sum of \$13,303,709. This
18 has four components.

19 *First*, Defendants pay directly to the class members the sum of \$11,241,880. Warren Decl.,
20 Exhibit 1, Settlement Agreement at ¶ 3.1.1. Each class member receives \$8, and the records show
21 1,405,235 class members. *Id.* There are no deductions and no reversions from this amount.

22 *Second*, Defendants pay the class administration expenses, in an amount up to \$89,500. *Id.* at
23 ¶ 3.4.

24 *Third*, Defendants pay class counsel’s legal fees and costs up to \$1,962,329. *Id.* at ¶ 3.3.1.

25 *Fourth*, Defendants pay a class representative service payment of up to \$10,000. *Id.* at ¶
26 3.2.1.

27 The payments to class counsel and the class representative are well within the ranges
28 regularly approved by courts. For instance, the legal fee and cost award is less than both (a) 15% of

1 the total value of the settlement and (b) 17.5% of the direct benefits to the class members. Class
2 counsel also has currently incurred about 700 attorney hours litigating this case, and this number
3 will increase through final approval. Warren Decl. at ¶ 15. As it stands, the multiplier is currently
4 less than 3. *Id.* For these reasons, the fee award is acceptable both as a percentage of the fund and as
5 a lodestar-multiplier award under Code of Civil Procedure Section 1021.5.

6 In any event, the amount of payment to class counsel and the class representative should not
7 be resolved now. It should be resolved at final approval, with a fully briefed motion for legal fees and
8 service award. As the fees and service award are separate payments, the amount awarded does not
9 affect the payments to the class members. *See* Warren Decl., Exhibit 1, Settlement Agreement at ¶¶
10 3.2.1, 3.3.1.

11 **1. Tax Allocation of Settlement Payments**

12 The settlement payments to the class are not taxable income (because they represent
13 restitution of allegedly improper charges), so no 1099s will be issued. Warren Decl., Exhibit 1 at ¶
14 3.1.7.

15 **D. Notice Administration**

16 “[T]he trial court has virtually complete discretion as to the manner of giving notice to class
17 members.” *Chavez*, 162 Cal. App. 4th at 57 (internal quotation marks omitted). The notice is not
18 required “to provide a dollar estimate of the overall value of the settlement in relation to the
19 damages sought” *Id.* at 56.

20 A copy of the proposed notice is included as an exhibit to the settlement agreement. (The
21 settlement agreement is Exhibit 1 to Mr. Warren’s declaration, and the proposed notice is contained
22 within that as Exhibit A.)

23 **1. Administrator and Bid Process**

24 The administrator is Angeion Group, LLC. Warren Decl., Exhibit 1, Settlement Agreement
25 at ¶ 7.1. The parties’ counsel solicited bids from four reputable class action administrators. Warren
26 Decl. at ¶ 16. Angeion’s bid was the most competitive. *Id.*

27 Angeion is well qualified to serve as an administrator. Angeion has administered over 2,000
28 class action settlement agreements and distributed over \$15 billion to class members. Declaration of

1 Michael Lynch at ¶¶ 3–5 (“Lynch Decl.”). Angeion also has robust security measures to protect
2 class data, as well as a comprehensive insurance program. *Id.* at ¶¶ 31–35.

3 **2. Class List**

4 Angeion will receive the class list within 15 days of the Court’s granting preliminary
5 approval. Warren Decl., Exhibit 1, Settlement Agreement at ¶ 4. Defendants will deliver the class
6 list to Angeion electronically. *Id.*

7 **3. Class Notice**

8 Class notice will be sent by email, with Angeion following best practices to both validate
9 emails and increase deliverability. *Id.* at ¶ 7.2.2; Lynch Decl. at ¶¶ 11–12. Email notice is particularly
10 appropriate here because the entire class, and all of the claims, relate to purchases made online, with
11 ticket delivery performed via email, and all communications were electronic and by email. *See*
12 *Chavez*, 162 Cal. App. 4th at 48, 58 (approving class notice by email to current and former Netflix
13 subscribers).

14 Should any emails bounceback, the administrator will employ skip-tracing protocols to
15 determine a current email address. *Id.* at ¶ 7.2.3. These procedures ensure adequate notice. Lynch
16 Decl. at ¶¶ 7, 41–42. Angeion opines that this notice plan will provide direct notice to at least 70% of
17 the class, which is within the norm for constitutionally sufficient notice. *Id.*

18 As email bounce backs and new emails to new addresses are relatively immediate (within a
19 few days, *id.* at ¶ 13), the settlement agreement does not provide extensions in that event.

20 The deadline for sending class notice is 21 days after the administrator’s receiving the class
21 list (36 days after preliminary approval). Warren Decl., Exhibit 1, Settlement Agreement at ¶¶ 7.2.2,
22 4.

23 **4. Payments**

24 Payments will be processed within 45 days after the judgment is final. *Id.* at ¶¶ 3.1.3, 3.1.5,
25 1.22. The cash and credit benefits will be distributed electronically, unless a class member requires
26 payment by check. *Id.* at ¶¶ 3.1.3, 3.1.5.

1 **5. Website; Notice of Hearings and Final Approval**

2 The settlement administrator will establish and maintain an internet website for the class
3 action, as well as an email address and toll-free telephone number. *Id.* at ¶ 7.6.2. The administrator
4 will use the website to post information about time, date, and location of the final approval hearing.
5 *Id.* The administrator will also post the final approval order on the website. *Id.*

6 **E. Responses to Notice**

7 The response deadline is 60 days after the administrator emails class notice. *Id.* at ¶¶ 1.36,
8 7.3.1, 7.4.2, 7.5.2. The same deadline applies to opt-out requests, objections, or requests for cash
9 payment. *Id.* at ¶¶ 7.3.1, 7.4.2, 7.5.2. The responses may be submitted to the administrator online or
10 via mail. *Id.*

11 Objections are not required to be filed with the Court, and any class member may object
12 orally at the final approval hearing without first filing a written objection. *Id.* at ¶ 7.4.2.

13 **F. Uncashed Checks**

14 The parties expect that the vast majority of cash redemptions will be by electronic payment.
15 Warren Decl. at ¶ 17. But for any class member who elects payment by check, that check will be
16 valid for 180 days after issuance. *Id.* at ¶ 3.1.4.

17 If a class member does not cash a check by the deadline, the class member will instead
18 automatically receive the credit benefit via email within 28 days after expiration of the check, and
19 the check will be returned to Defendants. *Id.* As the class member still receives the \$8 by credit,
20 there are no reversion issues and no need for a *cy pres*. Even if considered reversion, approval would
21 still be appropriate because it does “not render the settlement unfair, inadequate or unreasonable,”
22 and it is more reasonable that the class member be sent the compensation than it be sent to a *cy pres*.
23 *Cundiff v. Verizon California, Inc.*, 167 Cal. App. 4th 718, 728–29 (2008) (discussing reversion issues
24 and explaining that *Microsoft I-V* approved a class “settlement provision whereby one-third of any
25 coupons that were issued but never used would revert to the defendant”).
26
27
28

V. PROPOSED SCHEDULE

Plaintiff requests that the Court enter an order setting these deadlines:

EVENT	DEADLINE
Defendants deliver class data to administrator	15 days after preliminary approval
Administrator sends class notice	21 days after receiving class data
Response deadline (opt-outs, objections, requests for payment by cash)	60 days after notice date
Motion for final approval	16 court days before final approval hearing
Motion for legal fees, expenses, and service award	16 court days before final approval hearing
Responses to objections	5 court days before final approval hearing
Final approval hearing	150–180 days after preliminary approval

A proposed preliminary approval order and a proposed judgment are filed concurrently.

VI. CONCLUSION

The motion should be granted. The Court should:

- grant preliminary approval of the settlement;
- provisionally certify the settlement class for settlement purposes only;
- appoint Plaintiff Sargis Isayan as class representative;
- appoint Warren Terzian LLP as class counsel;
- appoint Angeion Group, LLC as settlement administrator;
- approve the form and manner of class notice;
- set deadlines for class members to submit objections, requests for exclusion, and requests for cash payment; and
- set a final approval hearing.

1 Dated: April 28, 2026

WARREN TERZIAN LLP

2
3 

4 Thomas D. Warren

5 *Counsel for Plaintiff*
6 *Sargis Isayan and Proposed Class Counsel*
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am over the age of 18 and not a party to this action. My business address is 222 N. Pacific
4 Coast Highway, Suite 2000, Los Angeles, CA 90245.
5

6 On the undersigned date, I caused to be served the following documents:

7 **Plaintiff Sargis Isayan's Unopposed Notice of Motion and Motion**
8 **for Preliminary Approval of Class Action Settlement;**
9 **Memorandum of Points and Authorities**

10 I caused the documents to be served on the interested parties:

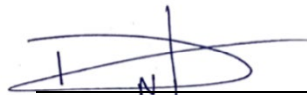
11 Thomas McCormick
12 Christopher Ingram
13 Adam Borgman
14 VORYS, SATER, SEYMOUR
15 AND PEASE LLP
16 2211 Michelson Drive, Suite 500
17 Irvine, CA 92612
18 tnmccormick@vorys.com
19 clingram@vorys.com
20 amborgman@vorys.com

21 *Counsel for Defendants*

22 I uploaded and served the documents to the CaseAnywhere repository for this case.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct.

25 Dated: April 28, 2026

26 
27 _____
28 Dan Terzian