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**FILED**

Superior Court of California

County of Los Angeles

**04/23/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: M. Tavakoli Deputy

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,

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

**Second Amended Class Action Complaint for:**

- 1. Unfair Competition (California Business & Professions Code § 17200 *et seq.*); and**
- 2. False Advertising (California Business & Professions Code § 17500 *et seq.*)**

1 Plaintiff Sargis Isayan (“Plaintiff”) brings this action, on behalf of himself, all others  
2 similarly situated, and the general public, against Cedar Fair, L.P., a Delaware limited partnership;  
3 Cedar Fair Management, Inc., an Ohio corporation; Six Flags Entertainment Corporation, a  
4 Delaware corporation; and John Does 1—10 (collectively “Cedar Fair” or “Defendants”), and  
5 states:

6 **I. INTRODUCTION**

7 1. Cedar Fair, L.P. is an operator of amusement parks in North America, including  
8 three in California: Knott’s Berry Farm and Knott’s Soak City in Buena Park, and California’s  
9 Great America in Santa Clara.<sup>1</sup>

10 2. Cedar Fair’s Code of Conduct and Ethics states that “[e]ach Employee should deal  
11 fairly with the Company’s customers, suppliers, competitors and Employees.”<sup>2</sup>

12 3. Yet until July 1, 2024, Defendants did not deal fairly with their California customers.  
13 To the contrary, when dealing with these customers, they violated California law.

14 4. Cedar Fair engaged in a deceptive, unfair, and illegal practice called “drip pricing.”  
15 Drip pricing is a form of bait and switch advertising that occurs when a company does not disclose  
16 fees that consumers are required to pay until late in the purchase process, after consumers have  
17 spent time and effort selecting a product and already committed to a particular purchase. Cedar  
18 Fair’s drip pricing scheme involved tacking on a “processing fee” to every ticket order placed on  
19 the Knott’s and California’s Great America websites. To add insult to injury, the processing fee was  
20 a junk fee. Junk fees are defined by the Federal Trade Commission as “unfair or deceptive fees that  
21 are charged for goods or services that have little or no added value to the consumer.”

22 5. California sees drip pricing schemes as such a scourge that they recently enacted  
23 legislation, SB 478, that makes it explicitly unlawful under California’s Consumers Legal Remedies  
24 Act (CLRA), Cal. Civil Code §§ 1750 *et seq.*, to engage in drip pricing by advertising a price for a  
25

26 <sup>1</sup> On July 1, 2024, Cedar Fair, L.P. merged with Six Flags Entertainment Corp., another operator of amusement parks in  
27 North America, and that the new entity will be called Six Flags Entertainment Corp. The complaint refers to  
Defendants collectively as “Cedar Fair.”

28 <sup>2</sup> [https://s2.q4cdn.com/170666959/files/doc\\_downloads/code/Code-of-Conduct-Ethics-Statement-and-Acknowledgement-revised-2-25-2020.pdf](https://s2.q4cdn.com/170666959/files/doc_downloads/code/Code-of-Conduct-Ethics-Statement-and-Acknowledgement-revised-2-25-2020.pdf) (last accessed June 13, 2024).

1 good or service that does not include all mandatory fees other than government-imposed fees and  
2 taxes. In passing this legislation, which went into effect on July 1, 2024, the General Assembly  
3 declared that while the new law “is intended to specifically prohibit drip pricing” under the CLRA,  
4 it is already prohibited by existing law. Drip pricing, “like other forms of bait and switch advertising,  
5 is prohibited by existing statutes, including the Unfair Competition Law . . . and the False  
6 Advertising Law[.]” S.B. 478 §§ 1(a), (b).<sup>3</sup>

7         6. Through their drip pricing scheme, Defendants have violated California’s unfair  
8 competition and false advertising laws. This action seeks restitution for Plaintiff and members of the  
9 proposed Class for the payment of ticket processing fees.

10         7. Plaintiff’s original complaint also sought public injunctive relief. But after the filing of  
11 the complaint, Defendants changed their conduct to comply with California law, so injunctive relief  
12 is no longer needed.

## 13         **II. JURISDICTION AND VENUE**

14         8. This Court has jurisdiction over this action under Cal. Code Civ. Proc. §§ 410.10,  
15 Cal. Bus. & Prof. Code §§ 17203—17204, 17604, and Cal. Code Civ. Proc. § 382.

16         9. This Court has personal jurisdiction over Defendants. Events giving rise to the cause  
17 of action occurred in California as a result of Defendants’ conduct directed toward California  
18 consumers, and Knott’s Berry Farm, Knott’s Soak City, and California’s Great America are all in  
19 California.

20         10. Venue is proper in this Court under Cal. Code Civ. Proc. §§ 395 and 395.5 because  
21 Plaintiff resides in Los Angeles County and suffered his primary injury in this County.

22         11. Because Plaintiff does not allege that he lacks an adequate remedy at law with respect  
23 to his claim for restitution, there is no federal equitable jurisdiction over that claim. Since federal  
24 courts lack jurisdiction over this claim for relief, removal of this complaint to federal court would be  
25 improper.

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27  
28 <sup>3</sup> <https://legiscan.com/CA/text/SB478/id/2844418/California-2023-SB478-Chaptered.html> (last accessed June 13, 2024).

1 **III. PARTIES**

2 12. Plaintiff Sargis Isayan is a citizen of the State of California.

3 13. Defendant Cedar Fair, L.P. is a Delaware limited partnership. Its general partner is  
4 Defendant Cedar Fair Management, Inc., an Ohio corporation. Defendants hold out Cedar Fair  
5 Management, Inc. as the manager of Cedar Fair, LP, but precisely which of these entities operate  
6 Knott's Berry Farm, Knott's Soak City, and California's Great America is unknown to Plaintiffs at  
7 this time.

8 14. On information and belief, Defendant Six Flags Entertainment Corporation, a  
9 Delaware corporation with a principal place of business in Charlotte, North Carolina, became the  
10 successor-in-interest to Cedar Fair, L.P. on or about July 1, 2024.

11 15. Plaintiff does not know the names of the defendants sued as John Does 1—10 but will  
12 amend this complaint when that information becomes known. Plaintiff alleges on information and  
13 belief that each of the Doe defendants is affiliated with Plaintiff in some respect and is in some  
14 manner responsible for the wrongdoing alleged herein, either as a direct participant, a principal, an  
15 agent, a successor, an alter ego, a co-conspirator, or an aider-and-abettor with one of the named  
16 defendants.

17 16. Plaintiff is informed and believes that all times material hereto and mentioned herein,  
18 each Defendant sued herein was the agent, servant, employer, joint venturer, partner, subsidiary,  
19 parent, division, alias, alter ego, co-conspirator, or aider-and-abettor of the other Defendants.  
20 Plaintiff is also informed and believed that, at all times, each Defendant was acting within the  
21 purpose and scope of such agency, servitude, employment, ownership, subsidiary, alias, and/or alter  
22 ego and with the authority, consent, approval, control, influence, and ratification of each remaining  
23 Defendant sued herein.

24 **IV. GENERAL ALLEGATIONS**

25 17. Defendants engaged in a false and misleading junk fee drip pricing scheme in the sale  
26 of tickets to their California amusement parks.

27 18. Drip pricing harms consumers by luring them into purchasing tickets based on a  
28 falsely low advertised price. "[S]ellers provide buyers with the 'initial value' in the form of the

1 initially-presented base price. . . . Buyers are influenced by the initial value, so a lower base price  
2 would create the impression of a lower overall price.”<sup>4</sup> Consumers who are not provided the total  
3 price until checkout are likely to proceed with their purchase even if continuing to search for a  
4 cheaper price would be more optimal for them because consumers want to avoid the cost of the time  
5 and cognitive effort involved in continuing to search for a product or service. Once a consumer  
6 decides what to buy, he is unlikely to depart from that decision because of the additional cognitive  
7 effort involved in resuming his search. In other words, omitting a certain amount of the advertised  
8 cost of a product or service through drip pricing induces consumers to pay a higher total price than  
9 they otherwise would have.<sup>5</sup>

10 19. Junk fee schemes, meanwhile, harm consumers because the hidden fees have little or  
11 no added value to the consumer.

12 20. Until July 1, 2024, the Knott’s Berry Farm and Knott’s Soak City website,  
13 [www.knotts.com](http://www.knotts.com), and the California’s Great America website, [www.cagreatamerica.com](http://www.cagreatamerica.com), both  
14 advertised an “online price” of tickets that did not include a mandatory processing fee. The amount  
15 of the processing fee was not revealed until the checkout page, five or six windows later, after the  
16 consumer had selected his tickets and chosen from a variety of options. The processing fee varied  
17 between \$6.99 and \$9.99, though there seemed to be little rhyme or reason to the amount of the  
18 processing fee assessed. Moreover, the processing fee was a junk fee, as it had no relation to the  
19 actual cost of processing ticket orders and was of no value to consumers. It was simply a profit  
20 center for Defendants.

21 21. Defendants’ drip pricing scheme violated California law in a number of ways.

22 22. First, it constitutes an unfair business practice under California’s Unfair  
23 Competition Laws (UCL).

24 23. Second, it constitutes a fraudulent business practice under the UCL.

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26 <sup>4</sup> David Adam Friedman, *Regulating Drip Pricing*, 31 Stan. L. & Pol’y Rev. 51, 67 (2020) (citing *Gorkan Ahmetoglu et al., Pricing Practices: A Critical Review of their Effects on Consumer Perceptions and Behaviour*, 21 J. Retailing & Cons. Services 696, 697 (2014)).

27 <sup>5</sup> Mary W. Sullivan, *Economic Issues: Economic Analysis of Hotel Resort Fees*, Bureau of Economics Trade Comm’n  
28 (Jan. 2017), at 16-17, [https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503\\_hotel\\_resort\\_fees\\_economic\\_issues\\_paper.pdf](https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503_hotel_resort_fees_economic_issues_paper.pdf) (last accessed on May 30, 2024).

24. Third, it constitutes false advertising under California’s False Advertising Laws (FAL).

25. Fourth, it constitutes an unlawful business practice under the UCL because it violated the FAL.

26. Fifth, it constitutes an unlawful business practice under the UCL because it violated federal law. The Federal Trade Commission Act (FTCA) prohibits unfair or deceptive acts affecting commerce, as well as false advertising. 15 U.S.C. §§ 45(a)(1), 52(c). The guidance of the Federal Trade Commission (FTC) on bait and switch advertising states that “[n]o statement . . . should be used in any advertisement which creates a false impression of the . . . value . . . of the product offered.” 16 C.F.R. § 238.2(a). If the first contact is secured by the deceptive bait advertisement, it is a violation of law even if the true facts are subsequently made known to the buyer. 16 C.F.R. § 238.2(b).

#### **V. SPECIFIC ALLEGATIONS**

27. On February 21, 2024, Plaintiff purchased tickets for Knott’s Berry Farm on [www.knotts.com](http://www.knotts.com) for himself and his family. The purchase included two general single-day tickets and two junior single-day tickets, along with a parking pass. The tickets were bought in celebration of his daughter’s sixth birthday. The advertised price did not include a \$9.99 processing fee, which was not disclosed to Plaintiff until the checkout page. At that point, after having invested significant time selecting tickets and options, and having committed to visiting Knott’s Berry Farm, Plaintiff decided to proceed with the purchase.

#### **VI. CLASS ALLEGATIONS**

28. Plaintiff brings this action on behalf of himself, all other similarly situated individuals, and the general public pursuant to California Code of Civil Procedure § 382 and seeks certification of the following class against Defendants:

All California citizens who, during the period of June 28, 2020, to July 1, 2024, inclusive, (the “Class Period”), purchased non-season tickets to Knott’s Berry Farm and/or Knott’s Soak City at [www.knotts.com](http://www.knotts.com) or California’s Great America at [www.cagreatamerica.com](http://www.cagreatamerica.com), and were charged a processing fee (the “Class”).

1           29.     The applicable statute of limitations is tolled by the delayed discovery rule. Class  
2 members otherwise outside the statute of limitations period could not have reasonably discovered  
3 Defendants' unlawful conduct.

4           30.     Excluded from the Class are Defendants and their parent companies, subsidiaries,  
5 and affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded  
6 from the Class is any judicial officer who presides over this action.

7           31.     Plaintiff reserves the right to expand, limit, modify, or amend the definition of the  
8 classes, including adding subclasses, in connection with their motion for class certification or at any  
9 other time, based on, inter alia, changing circumstances or new facts obtained during discovery.

10          32.     The Class is so numerous that joinder of all members is impracticable. On  
11 information and belief, Plaintiff believes that the proposed Class contains tens or hundreds of  
12 thousands of individuals. The precise number of Class members is unknown to Plaintiff.

13          33.     Plaintiff's claims are typical of the Class because all Class members were deceived, or  
14 were likely to be deceived, by Defendants' drip pricing scheme. Plaintiff is advancing the same  
15 claims and legal theories on behalf of himself and all Class members.

16          34.     Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has  
17 retained counsel experienced in complex class action litigation, and Plaintiff intends to prosecute  
18 this action vigorously. Plaintiff has no antagonistic or adverse interest to the Class.

19          35.     A class action is the superior procedure to vindicate the interests of Plaintiff and the  
20 Class. The amount of drip fees in any transaction is relatively modest compared to the burden and  
21 expense that would be entailed by individual litigation of their claims.

22          36.     This action involves common questions of law and fact that predominate over  
23 questions affecting individual Class members. These common legal and factual questions include,  
24 but are not limited to, the following:

- 25           a.     whether, during the Class Period, Defendants used a drip pricing scheme to sell
- 26                   amusement park tickets;
- 27           b.     whether, during the Class Period, Defendants charged their customers hidden junk
- 28                   fees not reflected in their advertised ticket prices;

- 1 c. whether, during the Class Period, Defendants overcharged for its hidden junk fees,  
2 and by how much;
- 3 d. whether Defendants' conduct constitutes a violation of the UCL, the FAL, and the  
4 CLRA as alleged herein;
- 5 e. whether Defendants' conduct constitutes a violation of federal pricing regulations;
- 6 f. whether Class members are entitled to restitution as a result of Defendants' drip  
7 pricing scheme; and

8 37. All Class members were exposed to Defendants' drip pricing scheme. Given the  
9 uniformity of Defendants' false advertising, it can be reasonably inferred that misrepresentations or  
10 omissions of material fact were uniformly made to all members of the Class.

11 38. On information and belief, Defendants have one or more databases through which a  
12 significant number of Class members may be identified and ascertained, and through which notice of  
13 this action could be disseminated in accordance with due process requirements.

14 **VII. CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**  
16 **Unfair Competition, Cal. Bus. & Prof. Code § 17200 et seq. against Defendants**

17 39. Plaintiff realleges all of the allegations in prior paragraphs.

18 40. The UCL defines unfair business competition to include any "unlawful, unfair or  
19 fraudulent" practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus.  
20 Prof. Code § 17200. Liability under the UCL attaches when a party engages in unfair, fraudulent, or  
21 unlawful practices, regardless of the party's state of mind.

22 Unfair Business Practices

23 41. A business act or practice is unfair under the UCL if it offends an established public  
24 policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,  
25 and unfairness is determined by weighing the reasons, justifications, and motives of the practice  
26 against the gravity of the harm to the alleged victims.

27 42. Defendants' junk fee drip pricing scheme constitutes an unfair business practice  
28 because the scheme misled customers, offends an established public policy of transparency in

pricing, and constitutes immoral, unethical, oppressive, and unscrupulous activity that is substantially injurious to consumers.

43. The harm to Plaintiff outweighs any rationale for Defendants' practices. There were alternative means of furthering Defendants' legitimate business interests other than deceiving their customers.

#### Fraudulent Business Practices

44. A business practice is fraudulent under the UCL if it is likely to deceive consumers.

45. Defendants' junk fee drip pricing scheme constitutes a fraudulent business practice because Defendants deceived Plaintiff into purchasing tickets based on a falsely low advertised price and hidden junk fees.

46. Plaintiff relied on Defendants' fraudulent and deceptive representations in their junk fee drip pricing scheme. These misrepresentations played a substantial role in Plaintiff's decision to purchase tickets from Defendants.

#### Unlawful Business Practices

47. A business practice is unlawful under the UCL if it violates any other law or regulation.

48. Defendants' drip pricing scheme violated state law because it constitutes a violation of the FAL, as set forth above (and the CLRA as of July 1, 2024).

49. The scheme also violated federal law. The FTCA prohibits unfair or deceptive acts affecting commerce, as well as false advertising. 15 U.S.C. §§ 45(a)(1), 52(c). The FTC guidance on bait and switch advertising states that "[n]o statement . . . should be used in any advertisement which creates a false impression of the . . . value . . . of the product offered." 16 C.F.R. § 238.2(a). If the first contact is secured by the deceptive advertisement, it is a violation of law even if the true facts are subsequently made known to the buyer. 16 C.F.R. § 238.2(b).

50. Plaintiff and members of the proposed Class are entitled under the UCL to restitution to Plaintiff to the extent of Defendants' unjust enrichment as a result of the scheme, or such other amount as the Court may find equitable.

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

7 **Second Amended Class Action Complaint**

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

9 Thomas N. McCormick  
10 tnmccormick@vorys.com  
11 VORYS, SATER, SEYMOUR  
12 AND PEASE LLP  
13 4675 MacArthur Court, Suite 700  
14 Newport Beach, CA 92660

15 *Counsel for Defendants*

16 I served the documents on the interested parties by CaseAnywhere.

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

19 Dated: April 23, 2026

20   
21 Dan Terzian