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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's Unopposed Supplemental Briefing in
support of Motion for Preliminary Approval of
Class Action Settlement**

Date: September 17, 2026
Time: 8:30 AM
Dept.: 9

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

1 Plaintiff submits this unopposed supplemental briefing on the issues raised in the Court's
2 June 30, 2026, order. As part of the supplementation process, the parties agreed to a modified
3 settlement agreement. The final version of that agreement is attached as Exhibit 1 to the
4 concurrently filed declaration of Dan Terzian, and the redlined version showing the changes from
5 the prior version is attached as Exhibit 2 to the Terzian declaration.

6 **I. DUNK/KULLAR ANALYSIS**

7 **A. The maximum possible recovery under the complaint is restitution of all processing fees**
8 **charged to the class during the class period.**

9 This class action seeks the restitution of all processing fees charged to the class. Second
10 Amended Complaint, April 23, 2026, at ¶ 6. The claims are brought under the UCL and the FAL.
11 *Id.* at ¶¶ 39–54. As those claims provide for only restitution, the complaint does not (and cannot)
12 seek compensatory or punitive damages. *Id.*

13 The complaint asserts that the defendants' charging of processing fees was unlawful under
14 two separate theories: the drip pricing theory and the junk fee theory. *Id.* at ¶¶ 17–20. The drip
15 pricing theory is founded on the assertion that the defendants did not disclose the amount of the
16 processing fee until the checkout page. *Id.* at ¶ 20. And the junk fee theory is founded on the
17 assertion that the processing fee had no relation to the actual cost of processing orders and was
18 simply a profit center. *Id.*

19 The monetary recovery sought under both theories is the same: restitution of the entire
20 amount of the processing fee. *Id.* at ¶ 6. Accordingly, the maximum possible restitutionary award
21 equals the amount of processing fees charged to the class. There is no possible additional recovery
22 besides restitution of the processing fee (other than a discretionary award of prejudgment interest
23 and legal fees).

24 **B. About \$15 million of processing fees were charged to the class, so the settlement**
25 **represents about 75% of the maximum possible restitution award.**

26 Here, the total amount of processing fees charged to the class during the class period is
27 \$15,039,336.87. Wulf Decl. at ¶ 5. The number of class members is 1,405,235. *Id.* at ¶ 7; Terzian
28 Decl., Ex. 1, Settlement Agreement at ¶ 3.1.1. The class made 1,876,013 purchase transactions

1 during the class period (meaning: several persons made more than one eligible purchase). Wulf
2 Decl. at ¶ 5.

3 As the settlement provides \$11,241,880¹ in direct payments to the class, this represents
4 74.7% of the maximum possible restitution award. (The percentage of the total recovery is higher
5 when accounting for the fact that the agreement additionally provides for the payment of legal fees
6 and administration expenses.)

7 **C. The settlement likely represents over 99% of the maximum realistic restitution award.**

8 Recall that the complaint rests on two independent theories: drip pricing and junk fees. The
9 junk fee theory, if successful, would allow recovering every processing fee charged. But the junk fee
10 theory is novel and largely untested.

11 The drip pricing theory is also untested, but it rests on firmer ground. The Legislature’s
12 enactment of the hidden-fees prohibition confirms the practice’s deceptive character, though the
13 statute operates only prospectively (after the class period). Civ. Code § 1770(a)(29), (d). And *Veera*
14 *v. Banana Republic, LLC*, 6 Cal. App. 5th 907 (2016), sustained a closely related bait-and-switch
15 theory—albeit as to in-store sales, and without addressing drip pricing.

16 The drip pricing theory reaches every transaction in principle. But it is harder to establish
17 that a consumer who had already paid the fee once was equally susceptible to deception on later
18 purchases. As such, the recovery likely would be limited to only the first purchase—and that first
19 purchase must have occurred during the class period. (If they made their first purchase before the
20 class period, they would not have been vulnerable to the deception for any purchases during the
21 class period.)

22 Here, the settlement provides \$8 to everybody who made any eligible purchase during the
23 class period, even to those persons who made prior purchases before the class period. Terzian Decl.,
24 Ex. 1, Settlement Agreement at ¶ 3.1.1.

25 The \$8 figure reflects approximately the average amount of the processing fees charged to
26 each of these persons for their first purchase during the class period. For reference, the total number
27

28 ¹ Terzian Decl., Ex. 1, Settlement Agreement at ¶ 3.1.1.

1 of class members is 1,405,235, and the total sum of processing fees for their respective first
2 purchases during the class period is \$11,340,698.65 ($11,340,698.65 \div 1,405,235 = 8.07$). Wulf Decl.
3 at ¶ 7; Terzian Decl., Ex. 1, Settlement Agreement at ¶ 3.1.1.

4 As the settlement provides \$11,241,880 in direct payments to the class (Terzian Decl., Ex. 1,
5 Settlement Agreement at ¶ 3.1.1), the settlement represents over 99% of the maximum realistic
6 recovery ($11,241,880 \div 11,340,698.65 = .991$).

7 **II. CLASS CERTIFICATION: ADEQUACY**

8 The concurrently filed declarations of Thomas Warren and Dan Terzian detail their
9 experience. In brief, Mr. Warren is a 1992 graduate of Stanford Law School, where he served as
10 Senior Note Editor of the *Stanford Law Review*. Warren Decl. at ¶ 2. He then clerked for the United
11 States District Court, served as an Assistant United States Attorney for nearly a decade, and was the
12 national co-chair of BakerHostetler LLP's appellate practice for over 15 years. *Id.* at ¶¶ 3–5. In his
13 years at BakerHostetler, Mr. Warren worked on a significant number of class action cases on the
14 defense side, a sampling of which are set forth in his declaration. *Id.* at ¶¶ 6, 9–10. His prior
15 experience defending class actions on behalf of large companies increases his effectiveness as an
16 advocate for plaintiffs in class actions, as it gives him the ability to anticipate how a defendant will
17 litigate and value the case, and as it makes him unafraid of challenging companies represented by the
18 nation's largest law firms. *Id.* at ¶¶ 9–10.

19 Mr. Terzian is a 2011 graduate of the UCLA School of Law, where he served as Managing
20 Editor of the *UCLA Law Review* and graduated in the top 10% of his class. Terzian Decl. at ¶ 2. He
21 then served as a lecturer at the Peking University School of Transnational Law, clerked for the
22 United States District Court, worked as an associate at Duane Morris LLP, and then worked as an
23 associate, counsel, and partner of a litigation boutique. *Id.* at ¶¶ 3–4.

24 Mr. Warren and Mr. Terzian founded Warren Terzian LLP in 2020, using their knowledge
25 of defending class actions to start a plaintiff's class action practice. In the few years since founding
26 their firm, they have become counsel of record in approximately twenty California consumer class
27 actions and have been approved as class counsel in three of those cases to date:
28

- *Weeks v. Wheels Financial Group*, Case No. RIC2002418 (Riverside Super. Ct.) (co-lead counsel);
- *Wedel v. Douglas Emmett, Inc.*, Case No. 20STCV03962 (L.A. Super. Ct.) (lead counsel); and
- *Digital Dolphin Supplies, LLC v. Cotton*, Case No. 21STCV00223 (L.A. Super. Ct.) (lead counsel).

Terzian Decl. at ¶¶ 5, 8; Warren Decl. at ¶¶ 6–7. Another motion for class certification is pending in *Zhang v. Penney OpCo LLC*, Case No. 24STCV15961 (L.A. Super. Ct.), and other cases are still in the pre-class certification phase. Terzian Decl. at ¶ 12.

Mr. Warren and Mr. Terzian have obtained exceptional results in the cases in which they have been approved as class counsel. In *Weeks*, they obtained final approval of a class action settlement that provided an average gross recovery of over \$750 per class member. *Id.* at ¶ 9. In *Wedel*, they obtained final approval of a class action settlement that provided an average gross recovery of over \$1,200 per class member. *Id.* at ¶ 10. In *Digital Dolphin*, they prevailed on a contested motion to certify the class claims, and the matter is still pending (now in bankruptcy court, as the opposing party filed for bankruptcy shortly before trial on the class claims). *Id.* at ¶ 11.

III. CLAIM REQUIREMENT

There is no claim requirement to receive the benefit; a claim is required only to convert the benefit to cash.

If a class member does nothing, he or she will automatically receive the \$8 credit by email, along with a reminder to use the credit. Terzian Decl., Ex. 1, Settlement Agreement at ¶¶ 3.1.1, 3.1.5. The credit is freely transferable, stackable with other discounts, has no blackout dates, and may be used to purchase tickets on sixflags.com. *Id.* at ¶ 3.1.6. Because of the corporate merger of Cedar Fair and Six Flags, the eligible parks are not just Knott’s Berry Farm and California’s Great America—but all American Six Flags theme parks. *Id.* In California alone, there are five. Six Flags California Theme Parks, <https://www.sixflags.com/select-park?redirect=tickets&parkLocation=California>.

That said, if a person would prefer to receive the compensation in the form of cash instead of a credit, he or she would need to submit a claim form for that. Terzian Decl., Ex. 1, Settlement

1 Agreement at ¶¶ 3.1.1, 3.1.3. It was not possible to settle this case with all class members receiving
2 \$8 cash. Terzian Decl. at ¶ 13. Such a settlement would equal or exceed the maximum realistic
3 recovery. The defendants would not agree to that, as it would provide essentially no discount for the
4 certification and substantive risks that the class faces.

5 Some context may help. Courts have approved credit-based settlements even when there is
6 no option to submit a claim to receive cash instead of the credit. *See, e.g., In re Microsoft I-V Cases*,
7 135 Cal. App. 4th 706, 711–13 (2006); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 246–47
8 (2001), *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260, 269
9 (2018).

10 The settlement structure here is more valuable to class members than the credit-only
11 structure approved in the above cases. Every class member receives the credit without doing
12 anything, but they have the option to submit a claim and receive the same amount in cash instead.
13 This option will be valuable to persons who presently have no intention of visiting a Six Flags park in
14 the future.

15 **A. Claims Rate Estimate**

16 The parties estimate that the claims rate for the cash amount will be approximately 3–5%, as
17 this is the average for recent settlements with similar structures administered by Angeion. Lynch
18 Decl. at ¶ 5. The remaining class members would receive the credit for future sixflags.com
19 purchases. Terzian Decl., Ex. 1, Settlement Agreement at ¶¶ 3.1.1, 3.1.5.

20 **B. Claims Encouragement; Not Burdensome**

21 The administrator will operate the consumer-facing website that maintains information on
22 the class action. Terzian Decl., Ex. 1, Settlement Agreement at ¶¶ 7.5, 7.6.2. The website will also
23 have a webpage dedicated to submitting the claim form. *Id.* at ¶ 7.5. In addition to that, class counsel
24 has put a webpage on its website dedicated to the matter of submitting a claim for cash for this
25 settlement: [https://warrenterzian.com/california-consumer-class-action-blog/six-flags-knotts-
26 berry-farm-great-america-settlement](https://warrenterzian.com/california-consumer-class-action-blog/six-flags-knotts-berry-farm-great-america-settlement).

27 The claims process is not burdensome. The claim form requires essentially only two
28 categories of information: (1) identifying information of the class member and (2) the desired

1 method for the cash payment (e.g., PayPal, Venmo, check). Terzian Decl., Ex. 1, Exhibit B to
2 Settlement Agreement (Claim Form); *see also id.*, Ex. 1, Settlement Agreement at ¶ 1.7 (specifying
3 that the claim form shall be “in substantially the same form as Exhibit B”). The claim form does not
4 require assembling any proof of purchase or information about park attendance.

5 **C. Claims Form Attestation**

6 The claims form attestation is needed because there are potentially reasons why a claim
7 would be defective and require Angeion to solicit additional documentation. For example, if the
8 claimant submits a paper claim form but does not sign the form, the administrator would request the
9 claimant re-submit the claim form with an executed signature page. Lynch Decl. at ¶ 4. There are
10 other one-off situations where the administrator would request documentation from the claimants,
11 such as name change documentation or power of attorney documentation. *Id.*

12 **IV. MISCELLANEOUS**

13 Paragraph 19 of the proposed order, which enjoined class members from filing or prosecuting
14 lawsuits, has been removed from the proposed order.

15 Plaintiff understands the Court’s position on the class representative service payment and
16 will substantiate the request for \$10,000 at final approval. *See, e.g., Tuttle v. Audiophile Music Direct,*
17 *Inc.*, No. 22-cv-1081-JLR, 2023 WL 8891575, at *7, *16 (W.D. Wash. Dec. 26, 2023) (awarding
18 \$10,000 service payment to a class representative that “contributed a minimum of 20 hours” to the
19 case).

20 **V. SETTLEMENT AGREEMENT**

21 **A. Basics**

22 California citizen status will be determined exclusively as persons who entered a California
23 zip code for the billing address in connection with their online purchase of non-season tickets to
24 Knott’s Berry Farm or California’s Great America. Terzian Decl., Ex. 1, Settlement Agreement at
25 ¶ 6.1.

26 The updated settlement agreement clarifies that the class excludes (1) “Defendants and
27 their parent companies, subsidiaries, and affiliates, as well as their respective officers, employees,
28 agents, and affiliates” and (2) “any judicial officer who presides over this action.” *Id.* at ¶¶ 1.9, 6.1.

1 **B. Release**

2 The updated settlement agreement narrows the participating class member’s release to
3 claims alleged in the operative complaint or which could have been reasonably alleged. *Id.* at ¶ 5.3.
4 The updated agreement also makes the release operative on the date that the defendants fully fund
5 their payment obligations. *Id.* The provision now reads:

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

23 *Id.*

24 The provision fixes the inconsistency between the two “Released Parties” definitions by
25 using the definition section’s defined term (now in paragraph 1.35 of the agreement) in the release
26 provision.

27 **C. Monetary Terms**

28 The updated settlement agreement provides that the defendants will transfer the funds for
the class counsel fees payment, class counsel litigation expenses payment, and the service payment
to the administrator, rather than to class counsel. *Id.* at ¶¶ 3.2.2, 3.3.4.

D. Notice Administration

 The updated class notice specifies that requests for exclusion and objections may submitted
“online or by mail” *Id.*, Ex. 1, Exhibit A to Settlement Agreement at ¶¶ 6–7.

 The updated notice also corrects the link to the Superior Court website. *Id.* at ¶ 9.

1 **1. Re-emailed Notices**

2 The administrator will re-send email notices within 14 days after receiving notice that the
3 email was undeliverable. *Id.*, Ex. 1 at ¶ 7.2.3. Those undeliverable notices will be received by the
4 administrator “within one to three days” after sending the notice, though in certain circumstances
5 the administrator may receive that notice almost immediately. Lynch Decl. at ¶ 6. In some
6 instances, the administrator may not receive that notice until five² days after its sending of the email.
7 *Id.*

8 For context, the class notice must be sent no later than 36 days after preliminary approval.
9 Terzian Decl., Ex. 1 at ¶ 7.2.2. So, assuming the last email notice is sent 36 days after preliminary
10 approval, the re-notices would be completed by no later than 55 days after preliminary approval (36
11 days + 5 days for latest possible bounceback notification + 14 days).

12 The updated settlement agreement now provides that persons who receive a second email
13 notice shall have 60 days from the date of receiving the second email to submit any objection,
14 request for exclusion, or claim for cash. *Id.* at ¶ 7.2.4.

15 **E. Responses to Notice**

16 The updated settlement agreement corrects the definition of “Response Deadline” to
17 include references to the objections, requests for exclusion, and claim form being submitted by mail.
18 *Id.* at ¶ 1.37.

19 **VI. PROPOSED ORDER**

20 The plaintiff concurrently submits an updated proposed order. The proposed order has been
21 updated in three respects:

- 22 • Paragraph 13 has been updated for clarity;
- 23 • Paragraph 15 has been updated to conform with Settlement Agreement
24 Paragraph 7.4’s requirements for submitting objections; and
- 25

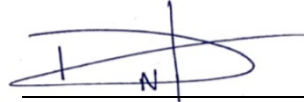
26 _____
27 ² The settlement agreement provides that the second round of email notices are triggered when the
28 original “email notice is returned as undeliverable within 7 days of it being sent” Terzian Decl.,
Ex. 1, Settlement Agreement at ¶ 7.2.3. As the bounceback emails will be received within five days,
the settlement agreement supplies a two-day buffer.

- Paragraph 20's (now Paragraph 19) deadlines have been updated to conform with the updated settlement agreement.

The deadlines in the proposed order match the chart of deadlines in the updated settlement agreement, which identifies the paragraph where each deadline comes from. Terzian Decl., Ex. 1 at ¶ 12.

Dated: August 6, 2026

WARREN TERZIAN LLP



Dan Terzian

*Counsel for Plaintiff
Sargis Isayan and Proposed Class Counsel*

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 **Plaintiff's Unopposed Supplemental Briefing in support of Motion
8 for Preliminary Approval of Class Action Settlement**

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

10 Thomas McCormick
11 Christopher Ingram
12 Adam Borgman
13 VORYS, SATER, SEYMOUR
14 AND PEASE LLP
2211 Michelson Drive, Suite 500
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15 *Counsel for Defendants*

16
17
18 I uploaded and served the documents to the Case Anywhere repository for this case.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct.

22
23 Dated: August 6, 2026

24 
Dan Terzian