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*Attorneys for Plaintiff Daniel Blanco, individually,
and on behalf of a class of similarly situated individuals*

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DANIEL BLANCO, individually, and on
behalf of a class of similarly situated
individuals,

Plaintiffs,

v.

SEAWORLD PARKS AND
ENTERTAINMENT, INC., a Delaware
corporation, SEA WORLD, LLC, a
Delaware limited liability company, and
DOES 1-5, inclusive,

Defendants.

No. 37-2023-00008529-CU-BT-CTL

*Assigned to the Hon. Gregory W. Pollack,
Dept. 71*

**DECLARATION OF PLAINTIFF
DANIEL BLANCO IN IN SUPPORT OF
UNOPPOSED MOTION FOR
ATTORNEYS' FEES, COSTS AND
SERVICE AWARD FOR CLASS
REPRESENTATIVE**

Date: August 15, 2025

Time: 9:30 a.m.

Action Filed: February 28, 2023

Trial Date: Not Set

1 1. My name is Daniel Blanco. I am the plaintiff in the above-titled action, and have
2 personal knowledge of all of the facts set forth in this declaration and could competently testify
3 thereto if called to do so, except where noted otherwise.

4 2. I purchased SeaWorld San Diego annual passes on November 26, 2021 through
5 the SeaWorld San Diego website. I believed the passes would expire in a year and did not know
6 that they would keep automatically renewing. I incurred automatic renewal charges after the
7 initial twelve-month commitment ended and I was not refunded.

8 3. I retained my counsel to represent me and other individuals who purchased annual
9 passes to SeaWorld San Diego online and incurred autorenewal charges. Before the lawsuit was
10 filed, I had a number of phone conversations with my attorneys going over my experience. I also
11 searched for and gathered documents requested by the attorneys relating to my purchase of
12 SeaWorld's annual passes, auto-renewal charges, and cancellation of the passes. I also reviewed
13 the complaint before it was filed.

14 4. After the filing the lawsuit, I asked for and received regular updates from my
15 counsel about the status of the litigation, discovery disputes, and contentions made by SeaWorld.

16 5. I have spent a substantial amount of time providing responses to form
17 interrogatories, requests for admissions, and requests for production served on me by SeaWorld.
18 I've had numerous and lengthy conversations with my attorneys about the questions and
19 document requests posed by SeaWorld. I had to gather numerous additional documents,
20 including personal photos of my family at visits to SeaWorld, phone records, credit card
21 statements, and my text messages about SeaWorld.

22 6. Afterwards, I continued to regularly receive updates about the status of the
23 lawsuit. I was apprised about the upcoming mediation on November 20, 2024. I made myself
24 available to be on-call during the mediation and talked to my counsel towards the end of the
25 mediation about the proposed settlement terms.

26 7. I would estimate that in total, I spent at least forty-five hours on the case,
27 including time associated with communications with my counsel, responding to discovery, and
28 searching for and forwarding documents.

8. I understand that the Court preliminarily approved the Settlement and appointed me as the Class Representative. As the Class Representative, I have acted in the best interests of other similarly situated consumers at all times. I have prioritized the interests of the Settlement Class and diligently fulfilled my responsibilities on its behalf.

9. I have discussed the terms of the Settlement with my attorneys and I believe the Settlement to be fair, adequate, and reasonable for myself and the entire Settlement Class.

Dated: July 16, 2025

By: _____

DocuSigned by:



Daniel Blanco