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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 GRACE E. PARASMO IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT** Date: August 15, 2025 Time: 9:30 a.m. Action Filed: February 28, 2023 Trial Date: Not Set

I, Grace E. Parasmo, declare as follows:

1.   I am an attorney at law licensed to practice before all the courts of the State of California. I am also licensed to practice in the state of New York. I am a partner in the law firm of Parasmo Lieberman Law in Los Angeles, California. I am counsel of record for Plaintiff Daniel Blanco ("Blanco").

2.   I am fully familiar with the facts alleged herein as well as the pleadings and proceedings in this matter and if called as a witness I could competently testify thereto. I make this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

THE SETTLEMENT IS A PRODUCT OF INFORMED, ARMS-LENGTH NEGOTIATIONS AND SUFFICIENT DISCOVERY

1.   On November 20, 2024 the Parties appeared for and participated in an all-day mediation with the Bruce Friedman, Esq., at JAMS, and discussed, inter alia, the strength of the claims and defenses asserted in this case. With the assistance of the mediator, the parties were able to reach a settlement in principle, the terms of which were reduced to writing by the mediator and consented to by the Parties' counsel. Following the mediation, the Parties continued to negotiate over the terms of the Settlement Agreement over the course of several months. The parties negotiated the amount of the attorneys' fees, costs, and service awards only after they reached an agreement in principle to the terms of the settlement, including the Gross Settlement Amount.

2.   Prior to the mediation, Plaintiff's counsel obtained information regarding the scope of Defendants' liability, the nature of their defenses, the damages and composition of the Settlement Class through discovery and their own independent investigation.

3.   As for formal discovery, Blanco served two rounds of written discovery, including document demands, special interrogatories, and form interrogatories. The first round was propounded in June of 2023, and the second round in April of 2024. Both rounds of discovery necessitated multiple rounds of meeting and conferring. In April of 2024, Blanco also served subpoenas on two of Defendants' vendors who documented the design, functionality and

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user experience of the SeaWorld San Diego website and mobile application, triggering

Defendants' motions to quash. Blanco filed an *ex parte* application to compel Defendants to

complete their document production and obtained an order requiring SeaWorld to produce all

existing documents.

4.   Blanco's counsel also performed additional investigation by, *inter alia*, speaking

to other putative class members, doing their own investigation of the purchase flow for annual

passes on Defendants' website and mobile application during the class period, and researching

Defendants' vendors.

5.   Defendants also served their own discovery on Blanco in October of 2023, which

likewise resulted in multiple rounds of meeting and conferring.

6.   For purposes of mediation, the parties exchanged informal discovery necessary to

resolve the case on a class-wide basis, including the number of individuals whose annual passes

automatically renewed and the average renewal price, among other data points.

7.   The investigation and discovery are sufficient to allow Plaintiff's counsel to act

intelligently and to make an informed decision that the Settlement is in the best interest of the

Settlement Class.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE AND IS IN THE BEST INTERESTS OF THE SETTLEMENT CLASS

8.   I, along with the other proposed Class Counsel, believe that $1.5 million non-

reversionary Settlement, covering 137,831 Settlement Class Members represents an excellent

result. The monetary relief is substantial, particularly when weighed against the risks, delays,

and costs associated with continued litigation.

9.   My support of the Settlement is based on my extensive experience litigating

consumer class actions (including other class actions under California's Automatic Renewal

Law) and my familiarity with this case, including the discovery conducted, the legal issues

presented, and the vigor of the defense. We considered not only the strengths of Blanco and the

class's claims but also the meaningful challenges posed by Defendants, particularly at class

certification and trial. In our judgment, the Settlement provides real and immediate benefits

while avoiding years of protracted litigation, potential appeals, and uncertainty around recovery.

10. Prior to negotiating the Settlement (indeed, prior to agreeing to the amount of the Settlement Fund), Blanco's counsel took into account, *inter alia*, the criteria for determining whether a settlement is fair, reasonable and adequate, including: (a) the strength of Blanco's case; (b) the risk, expense, complexity, and likely duration of any further litigation; (c) the risk of certifying a class and then maintaining class action status through trial; (d) the amount offered in settlement; (e) the extent of discovery completed and the stage of the proceedings; and (f) the experience and views of counsel that, weighing the circumstances in light of these criteria, as further detailed below, the settlement is fair, reasonable and adequate.

11. Plaintiff's counsel was well-informed of the various defenses that could be raised by Defendants. Plaintiffs were informed by Defendants' answer to the complaint, the voluminous meet and confer correspondence in this case, and the briefing on the *ex parte* application to compel discovery, Defendants' motions to quash subpoenas, and the extensive mediation briefs. Absent settlement, Defendants are intent on litigating substantive defenses to liability and class certification.

12. Although we believe Blanco's claims are supported by legal authority and evidence, we also recognized the uncertainties inherent in this particular case. In reaching the determination to settle, counsel have weighed the documentary evidence and legal authority supporting the allegations against the legal authority which Defendant asserts undercut Blanco's class claims, as well as Defendants' characterizations and interpretations of the evidence in this case. For example, Defendants contended that the disclosures provided to consumers, Defendants' cancellation mechanism, and other individualized issues would defeat class certification. Even if Blanco obtained class certification and prevailed at trial, Defendants would likely appeal, extending the duration of the case and jeopardizing any recovery.

13. Plaintiff's counsel, in consultation with Blanco, carefully assessed the probability of ultimate success on the merits vis-à-vis the risks of proving liability and restitution. While counsel believe that Blanco's case is strong, we could not discount Defendants' defenses or the potential difficulties Blanco would face at class certification, on summary judgment, and/or at

trial. In addition, Defendants are represented by counsel who have and would continue to mount a vigorous defense. Should litigation continue, ensuing motion and appellate practice could easily extend the litigation for years.

14.   In reaching the settlement, Blanco and his counsel also weighed the duration and cost of the litigation that would be necessary to for class certification, trial and any appeals, against the likelihood of obtaining a better result than the Settlement provides and determined that, under the circumstances, the Settlement is fair, reasonable and adequate. Counsel believe that the Settlement falls within the parameters of settlements in similar actions, including a prior class settlement approved by this Court against SeaWorld involving automatic renewal of passes. The settlement also compares favorably against other ARL class settlements where class members have only received credits that could be used as a discount on future purchases from the defendant (and not cash). For example, in *Davis v. Birchbox, Inc.*, No. 3:15-cv-00498-BEN-BGS (S.D.Cal. 2016), class members received only credits (no cash) that could be used as a discount on future purchases from the defendant. A true and accurate copy of the Order Granting Final Approval in *Davis* was attached as Exhibit B to my declaration in support of preliminary approval filed on March 26, 2025. The Settlement is justified in light of the substantial benefits conferred on the Settlement Class Members as well as the risks avoided.

15.   On balance, considering all the circumstances and risks both sides faced, Blanco and his counsel believe that the Settlement is in the best interests of the Settlement Class. The Settlement confers substantial benefit on the Settlement Class and eliminates the significant costs of continued discovery, the risk that certification would be denied, and the risk that summary judgment and/or trial would not be in favor of Blanco or the Settlement Class.

Executed this day of July 24, 2025 in Los Angeles, California

Grace E. Parasmo
Grace E. Parasmo