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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*

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: August 15, 2025
Time: 9:30 a.m.

Action Filed: February 28, 2023
Trial Date: Not Set

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Daniel Blanco seeks final approval of a \$1,500,000 non-reversionary class action
4 settlement resolving allegations that Defendants SeaWorld Parks and Entertainment, Inc. and Sea
5 World LLC (collectively “SeaWorld” or “Defendants”) violated the California Automatic Renewal
6 Law (“ARL”), Bus. & Prof. Code, §§ 17600-17606.¹

7 On April 18, 2025, this Court preliminarily approved the settlement and certified the Class for
8 settlement purposes. The Court-approved notice plan has been implemented, and Plaintiff now seeks
9 final approval of the settlement, an award of attorneys’ fees and expenses, approval of a service award
10 for the class representative, and entry of judgment.²

11 Under the Agreement, SeaWorld will establish a non-reversionary, settlement fund of \$1.5
12 million, which after deduction of amounts the Court may approve for notice and administration costs,
13 attorneys’ fees and expenses, and the Class Representative’s service award, will be divided, on a *pro*
14 *rata* basis, amongst all Settlement Class Members who do not exclude themselves. Defendants do not
15 oppose the Motion.

16 The Settlement is the product of an arms-length full day mediation before JAMS mediator,
17 Bruce Friedman Esq. The Settlement provides a substantial benefit to the Settlement Class Members
18 and compares favorably to other class settlements premised on violations of the ARL. Unlike other
19 ARL class settlements, here the Settlement is composed entirely of cash—*no coupons or vouchers*—
20 and the Individual Class Payments will be automatic; Settlement Class Members do not need to file a
21 claim to receive a settlement payment.

22 The Parties and their counsel believe the Settlement to be in the best interests of the Settlement
23 Class Members, Settlement Class Members’ response has been overwhelmingly positive—only 5 out
24 of 137,831 Class Members) opted out of the Settlement and not a single Settlement Class Member
25

26 _____
27 ¹ A copy of the Settlement Agreement (“Settlement Agreement,” “Settlement” or “SA”) is
attached as Exhibit 1 to the Declaration of Grace E. Parasmio in Support of Preliminary Approval
28 (“Parasmio Prelim. Decl.”), filed March 26, 2025.

² Plaintiff filed his Unopposed Motion for Attorneys’ Fees, Costs, and Service Award for Class
Representative on July 20, 2025 (“Fee Motion”).

1 objected to the Settlement.³ (Declaration of Cameron A. Azari, Esq. Regarding Implementation and
2 Adequacy of Notice Plan (“Azari Decl.”), ¶¶ 10, 23.)

3 For these reasons, the Court should find that the Settlement is fair, adequate, and reasonable,
4 and grant final approval.

5 **II. SUMMARY OF THE LITIGATION**⁴

6 **A. Plaintiff’s Automatic Renewal Law Claims**

7 Defendants own and operate various amusement parks and water parks throughout the United
8 States, including SeaWorld San Diego. (Compl. ¶ 1.) On SeaWorld San Diego’s website and mobile
9 application, consumers can purchase annual passes to SeaWorld San Diego, which automatically
10 renew after the initial one-year commitment period ends unless and until the consumer terminates their
11 annual pass. (Compl. ¶ 2.)

12 This action, filed on February 28, 2023, alleges that Defendants’ practice of automatically
13 renewing SeaWorld San Diego Annual Passes after the initial one-year commitment ended violated
14 various provisions of the ARL. Blanco alleges that Defendants failed to provide “clear and
15 conspicuous” notice of the autorenewal offer terms “in visual proximity [] to the request for consent to
16 the offer[.]” (Bus. & Prof. Code, § 17602, subd. (a)(1).) (Compl. ¶¶ 32-36.) Blanco further alleges
17 that Defendants charged Plaintiff and Class Members’ credit or debit cards for an automatic renewal
18 without first obtaining their affirmative consent to the agreement containing the automatic renewal
19 offer terms. (Bus. & Prof. Code, § 17602, subd. (a)(2).) (*Id.* ¶¶ 37-38.) Blanco alleges that Defendants
20 failed to provide purchasers of annual passes with a reminder notice that their passes would renew 15
21 to 45 days before automatically renewing their annual passes. (Bus. & Prof. Code, § 17602, subd.
22 (a)(4).) (*Id.* ¶¶ 39-41.) Blanco also alleges that the cancellation button on Defendants’ website did not
23 function properly, obstructing or delaying him and other consumers from terminating their annual
24 passes. (Cal. Bus. & Prof. Code § 17602(d)(1)) (*Id.* ¶¶ 42-43.)

26 ³ The exclusion deadline (July 22, 2025) has passed; the objections deadline is July 31, 2025.
27 (Preliminary Approval Order (“P.A.”), ¶ 18.) Plaintiff will respond to any objections by August 8,
28 2025. (*Id.*)

⁴ A detailed description of the litigation, including the procedural history, can be found in
Section II of Plaintiff’s Fee Motion and is incorporated herein.

1 Blanco brought claims, on behalf of himself and a class of California consumers, for restitution
2 and injunctive relief under the Unfair Competition Law (“UCL”), Bus. & Prof. Code, § 17200, *et seq.*
3 and the California False Advertising Law (“FAL”), Bus. & Prof. Code, § 17500, *et seq.* premised on
4 these alleged ARL violations. Blanco also asserted that because products received from a business in
5 violation of the Bus. Prof. Code, § 17602, constitute unconditional gifts under Bus. Prof. Code,
6 § 17603, he and other similarly situated consumers were entitled to a refund of the automatic renewal
7 charges as a form of restitution. (Compl. ¶ 97.) Defendants denied Plaintiff’s allegations.

8 On April 18, 2025, the Court granted preliminary approval of the settlement and conditionally
9 certified a Settlement Class consisting of:

10 All persons with a California home or billing address on file with Defendants, who
11 purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San
12 Diego website or mobile application on or after February 28, 2019 whose Annual Pass
13 automatically renewed after the initial twelve-month commitment ended on or before
14 February 28, 2025 and who did not receive a refund for the first auto-renewal charge.
Excluded from the Class are all employees of the Defendants, Named Plaintiffs’ counsel,
and the judicial officers to whom this case is assigned. (P.A., ¶ 2).

15 **III. SUMMARY OF THE SETTLEMENT TERMS**

16 **A. Settlement Consideration and Automatic Payments to the Settlement Class**

17 If approved, Defendants will pay a total of \$1,500,000, composed entirely of cash, which
18 will be used to pay the expenses of settlement administration (including class notice), Settlement Class
19 Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), a service payment to the
20 Settlement Class Representative (as approved by the Court), and the settlement payments to
21 Settlement Class Members who do not opt out from the Settlement (“Participating Class Members.”)
22 (SA §§ 2.8 and 2.9.)

23 The Settlement does not contemplate a claims process—instead each Settlement Class Member
24 will automatically receive their *pro rata* share of the Net Settlement Amount, estimated to be
25 approximately \$6.00. (SA §§ 2.9, 2.10, 3.2; *see infra*, sec. IV.C.) Participating Settlement Class
26 Members will have an opportunity to select how they want to receive the settlement payment, whether
27 by electronic means (via PayPal, Venmo, direct deposit/ACH, electronic MasterCard, or another
28 electronic method the Settlement Administrator deems effective) or a paper check. (*Id.* at § 3.2.d.)

1 However, if they do nothing (*i.e.*, they don't select a payment method), Participating Settlement Class
2 Members will still receive a cash payment in the form of a digital Mastercard. (*Id.* at § 3.2.e.)⁵ After
3 distribution to Participating Settlement Members, any funds that remain (such as uncashed checks or
4 otherwise), will be deposited with California Controller's Unclaimed Property Fund for the benefit of
5 the Settlement Class Member who did not redeem their payment. (*Id.* at § 3.2.f.) If the Final
6 Settlement Date occurs, no portion of the Settlement Amount will revert to Defendants. (*Id.* at § 2.2.)

7 **B. Release By Plaintiff and the Settlement Class**

8 Any Settlement Class Member who wishes to be excluded from or object to the Settlement may
9 do so on or before the Exclusion/Objection Deadline. (*Id.* at §3.8.) Following the Final Settlement
10 Date, Blanco and all Settlement Class Members who have not timely requested exclusion from
11 the Settlement will be deemed to have released claims that have been pled in the operative complaint,
12 or that reasonably could have been asserted based on the factual allegations contained in the operative
13 complaint relating to or arising out of the automatic renewal and/or cancellation of annual passes
14 purchased through the SeaWorld San Diego website or mobile application which were automatically
15 renewed by Defendants during the Settlement Class Period, including federal claims. (*Id.* § 4.3.)

16 **IV. CLASS NOTICE UNDER THE SETTLEMENT**

17 The Court-approved notice program has been fully implemented and Settlement Class
18 Members were provided with sufficient notice of the Settlement. The Settlement Administrator
19 received data files on May 6, 2025 with 141,434 records for identified Settlement Class Member.
20 (Azari Decl. ¶ 10.) After the Settlement Administrator deduplicated and rolled-up the records, and
21 removed non-Settlement Class Member records, it determined that there were 137,831 unique,
22 Settlement Class Member records. *Id.* On May 28, 2025, the Settlement Administrator commenced
23 sending 134,432 Email Notices to Settlement Class Members for whom a valid email address was
24 located. (*Id.* at ¶ 11.) The Settlement Administrator also disseminated Postcard Notices to 4,800
25 Settlement Class Members for whom a valid email address was not available but for whom a physical
26 address was located. (*Id.* at ¶ 13.)

27
28 ⁵ If a valid email address is not available, a traditional paper check will be mailed to the
Settlement Class Member. Azari Decl. ¶ 24,

1 On May 8, 2025, the Settlement Administrator established a Settlement Website. (*Id.* at ¶ 20.)
2 The Settlement Website contains links to pertinent documents, including the complaint, the Settlement
3 Agreement, the Preliminary Approval Order, and the Long Form Class Notice. (*Ibid.*) The Settlement
4 Website also has deadlines, FAQs, instructions for opting-out or objecting, and contact information for
5 the Settlement Administrator. (*Id.*) On May 8, 2025, the Settlement Administrator also established a
6 toll-free number, with a 24-7 automated system, through which callers can learn more about the
7 Settlement in the form of answers to FAQs and to request mailing of a Long-Form Notice. (*Id.* at ¶
8 21.) On June 3, 2025, a party-neutral informational release was issued over PR Newswire’s
9 California Newline and distributed to over 600 California specific print and broadcast outlets. (*Id.* at
10 ¶ 18.)

11 **V. THE SETTLEMENT WARRANTS FINAL APPROVAL**

12 “[V]oluntary conciliation and settlement are the preferred means of dispute
13 resolution[,]. . . especially [] in complex class action litigation....” (7-Eleven Owners for Fair
14 Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1151 (hereafter 7-Eleven), quoting
15 Officers for Justice v. Civil Service Com. (9th Cir. 1982) 688 F.2d 615, 625.) Accordingly, in
16 reviewing the fairness of a class action settlement, “[d]ue regard ... should be given to what is
17 otherwise a private consensual agreement between the parties.” (*Dunk v. Ford Motor Co.* (1996) 48
18 Cal.App.4th 1794, 1801 (hereafter *Dunk*)). “The inquiry must be limited to the extent necessary to
19 reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or
20 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable
21 and adequate to all concerned.” (*Id.*, internal citations omitted.)

22 **A. This Settlement Is Entitled to a Presumption of Fairness**

23 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length
24 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
25 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
26 small. [Citation.]” (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) All of these elements exist here.

27 The record should leave no doubt that the Settlement is anything other than arm’s length and
28 hard fought. The lawsuit was filed in February of 2023. After fiercely litigating the case, the parties

1 began to negotiate the Settlement when they mediated with Bruce A. Friedman of JAMS on November
2 20, 2024. (Parasmo Decl. ¶ 1.)

3 Through discovery and their own independent investigation, Class Counsel obtained information
4 regarding the facts and circumstances relating to Plaintiff's factual allegations and Defendants'
5 defenses, the requested relief and the composition of the Settlement Class. (Parasmo Decl. ¶ 2.) Class
6 Counsel served two rounds of written discovery, including document demands, special interrogatories,
7 form interrogatories, and requests for admissions. (*Id.* at ¶ 3.) Both rounds of discovery necessitated
8 multiple rounds of meeting and conferring. (*Id.*) In April 2024, Plaintiff served subpoenas on two of
9 Defendants' vendors who documented the design, functionality and user experience of the SeaWorld
10 San Diego website and mobile application, triggering Defendants' motions to quash. (*Id.*) Plaintiff
11 filed an *ex parte* application to compel Defendants to complete their document production, and
12 obtained an order requiring SeaWorld to produce all existing documents. (*Id.*; *see*, Court Order
13 entered July 18, 2024.) Class Counsel also performed additional investigation by, *inter alia*, speaking
14 to other putative class members, doing their own investigation of the purchase flow for annual passes
15 on Defendants' website and mobile application during the class period, and researching Defendants'
16 vendors. (Parasmo Decl. at ¶ 4.) Defendants also served their own discovery on Plaintiff in October
17 of 2023, which likewise resulted in multiple rounds of meeting and conferring. (*Id.* at ¶ 4.) And for
18 purposes of mediation, the parties exchanged informal discovery necessary to resolve the case on a
19 class-wide basis, including the number of individuals whose annual passes automatically renewed and
20 the average renewal price, among other data points. (*Id.* at ¶ 6.) The investigation and discovery are
21 thus sufficient to allow counsel and the Court to act intelligently. (*Id.* at ¶ 7.)

22 Class Counsel are experienced consumer class action attorneys and have served as lead counsel
23 or class counsel in numerous certified classes. (Parasmo Decl. in Support of Fees Motion, ¶ 4-16,
24 Broslavsky Decl. in Support of Fees Motion ¶ 3; Preston Decl. in Support of Fees Motion ¶ 16.)

25 Finally, the Class overwhelmingly supports the Settlement, further supporting a presumptive
26 finding of fairness. Only 5 out of 137,831 Settlement Class Members) opted out of the Settlement,
27 and not a single Settlement Class Member has objected to date. (Azari Decl. ¶ 22.)

1 **B. Aside from the Presumption, This Settlement Is Fair and Reasonable**

2 Other factors the courts frequently consider in evaluating settlement include “strength of the
3 plaintiffs’ case; the risk, expense, complexity and likely duration of further litigation; the risk of
4 maintaining class action status through trial; the amount offered in settlement; the extent of discovery
5 completed and the stage of the proceedings; the experience and views of counsel; ... and the reaction
6 of the class members to the proposed settlement.” (*Dunk, supra*, 48 Cal.App.4th at p. 1801.)

7 **1. The Strength of Plaintiffs’ Case Weighed Against the Risks, Expense,**
8 **Complexity and Likely Duration of Further Litigation**

9 While Plaintiff is confident in the merits of his substantive claims, Defendants have denied
10 liability and vigorously defended this case throughout the litigation. Further litigation entails a
11 number of risks that support settlement. *First*, Defendants maintain that the purchase process for
12 Annual Passes complied with the ARL throughout the Settlement Class Period. Plaintiffs
13 acknowledge the risk that the Court or a jury could find that Defendants’ automatic renewal
14 disclosures were “clear and conspicuous” as that term is defined in the ARL. Bus. & Prof. Code, §
15 17601, subd. (a)(3). *Second*, Defendants contend they were not required under the ARL to provide
16 email reminders to Plaintiff and other consumers whose annual passes renewed on a month-to-month
17 basis. *Third*, even were Plaintiffs to show that Defendants violated certain provisions of the ARL,
18 Defendants would assert a good faith defense. In fact, the ARL itself provides a safe harbor: “If a
19 business complies with the provisions of this article in good faith, it shall not be subject to civil
20 remedies.” (Bus. & Prof., § 17604, subd. (b).) If Defendants were successful on any of their various
21 defenses, Plaintiffs and Settlement Class Members would recover nothing. While Plaintiff contends
22 he would prevail on the merits at trial, he cannot discount the possibility of failure against this
23 backdrop. Moreover, even if Plaintiff prevailed at trial, Defendants could and would challenge any
24 victory at trial through appeal.

25 Absent the Settlement, there is no guarantee that Plaintiff would certify a class on a contested
26 motion, nor is there any guarantee that class action status could be maintained through trial and appeal.
27 For example, if the Court were to find variations in the wording and placement of the automatic
28 renewal terms during the class period to be material, this could preclude certification. Further, the

1 Defendants contend that whether the cancellation mechanism employed by SeaWorld was
2 malfunctioning at the time consumers attempted to cancel their annual passes would require an
3 individualized inquiry that would preclude class certification. Plaintiff is also mindful that at least one
4 court has denied certification of a class where, as here, plaintiff and the class sought a full refund of
5 the renewal price charged under the “gift provision” of the ARL. (*See, e.g., Robinson v. OnStar, LLC*
6 (S.D. Cal. Jan. 22, 2020, No. 15-CV-1731 JLS (MSB)) 2020 WL 364221, at *23.) In addition,
7 whether the ARL’s gift provision applies to SeaWorld’s annual passes (as opposed to tangible goods
8 only) has not yet been definitively determined by a California appellate court. (*Mayron v. Google LLC*
9 (2020) 54 Cal.App.5th 566, 576 [“we need not reach the issue of whether the gift provision applies
10 only to tangible goods...”]) While Plaintiff vigorously disputes the merits of these positions, litigating
11 class discovery further will entail significant delay, expense, and judicial resources.

12 Absent the Settlement, there is also no guarantee that Plaintiff would prevail on the merits and
13 achieve any monetary recovery. Plaintiff’s ability to obtain any restitution on a class-wide basis under
14 the UCL and FAL was uncertain. This is especially the case given Defendants’ contention that some
15 putative class members continued to visit SeaWorld after the automatic renewal of their annual passes,
16 which poses challenges to class certification and obtaining restitution on a class-wide basis. The
17 Settlement eliminates these risks and uncertainties. The proposed Settlement is necessarily a
18 compromise—but nonetheless provides a substantial benefit to the Settlement Class while eliminating
19 the risk, expense, delay, and uncertainty of continued litigation.

20 **2. The Amount Offered in Settlement**

21 If the Court awards the requested attorneys’ fees, litigation expenses, and service payments,
22 and after deducting estimated settlement administration expenses, the Net Settlement Amount will be
23 \$826,311.22. The monetary relief provides a substantial benefit to the Settlement Class and compares
24 favorably against other ARL class settlements, including settlements where class members have only
25 received credits that could be used as a discount on future purchases from the defendant (and not
26 cash). For example, in *Davis v. Birchbox, Inc.*, No. 3:15-cv-00498-BEN-BGS (S.D.Cal. 2016), class
27 members received only credits (no cash) that could be used as a discount on future purchases from the
28

1 defendant.⁶ In *Williamson v. McAfee, Inc.*, the court approved a settlement where the class members
2 received credit by default, unless they filed a special form electing cash. (N.D. Cal., Feb. 3, 2017, No.
3 5:14-CV-00158-EJD) 2017 WL 6033070, at *1); *See also Jordan v Washington Post* (N.D. Cal, July
4 29, 2020, No. 3:20-cv-05218-WHO, ECF 56 & 57 [finally approving class settlement where the
5 defendant automatically provided class members with credit codes redeemable for free weeks of
6 subscription services or a cash payment only if class members filed a claim]; *In re Fight Pass Auto-
7 Renewal Litigation*, No. 2:23-cv-00802-CDS-DJA, ECF 108 (Plaintiffs’ Motion for Final Approval of
8 Class Action Settlement, at 7) [finally approving class settlement where defendant will automatically
9 provide active class members with two months free service; alternatively, these class members can get
10 a cash payment only if they file a claim form, and inactive class members need to file a claim to obtain
11 a free service credit or a cash payment]; ECF 115 (Final Approval Order and Judgment dated June 12,
12 2025)].

13 In this case, by contrast, all the consideration is paid in cash, not credits, so Settlement Class
14 Members are not required to spend more money with Defendants to benefit from the Settlement. And
15 the Settlement here provides for direct and automatic distribution of cash to the Class Members as
16 efficiently as possible, and the amount paid reflects a reasonable portion of their damages from the
17 ARL violations. As such, the Settlement represents a favorable result and warrants final approval: “the
18 merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the
19 operative word is ‘settlement.’” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
20 Cal.App.4th 1135, 1150 [citations omitted].) “The proposed settlement is not to be judged against a
21 hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at trial.”
22 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246 [same].)

23 3. Extent of Discovery Completed and Stage of the Proceedings

24 Both Parties engaged in significant investigation and evaluation of the factual and legal
25 strengths and weaknesses of their respective cases, including the exchange of written discovery,
26 numerous documents, and class-and damages-related data. (Parasmo Decl. ¶¶ 2-7; see Section V.A,

27
28 ⁶ (Parasmo Decl. in Support of Preliminary Approval filed March 26, 2025, Ex. 2, Order Granting
Final Approval, ECF 57.)

1 *supra.*) Accordingly, the Parties have a clear view of the strengths and weaknesses of their case and
2 “sufficient information to make an informed decision about settlement.” (*Barani v. Wells Fargo* (S.D.
3 Cal. Apr. 9, 2014 No. 12CV2999-GPC (KSC)) 2014 WL 1389329, at *5.)

4 **4. The Experience and Views of Counsel**

5 The opinions of experienced and informed counsel supporting a settlement are entitled to
6 considerable weight in granting final approval. (*Dunk, supra*, 48 Cal.App.4th at pp. 1801-02.) Here,
7 the Parties’ respective counsel each has class action consumer fraud litigation experience, and each
8 believes the Settlement is fair, adequate, and reasonable in light of the uncertainties regarding recovery
9 and restitution, potential class certification issues surrounding differences in the disclosures made to
10 consumers when they purchased annual passes, the Defendants’ cancellation mechanism, and other
11 potential individualized inquiries, and the risks inherent in further litigation. (Parasmo Decl. ¶¶ 8-15;
12 Broslavsky Decl. in Support of Fee Motion ¶¶ 16; Preston Decl, ¶¶ 3-4.)

13 **5. The Positive Reaction of Class Members Favors Final Approval**

14 Another factor to be considered at final approval is class members’ reaction to the settlement.
15 (*Dunk*, 48 Cal. App. 4th at 1801.) Here, direct notice was successfully delivered to 90% of the
16 Settlement Class Members and the Settlement was featured in local news coverage, with a potential
17 audience of 79.5 million. (Azari Decl. ¶ 7, 18.) The opt-out deadline has passed and the objection
18 deadline is a week away (July 31, 2025). To date, while Settlement Class Members had an ample
19 opportunity to file an objection, not a single Settlement Class Member has done so. (*Id.* at ¶ 23.)
20 Indeed, “the absence of a single objection to the settlement is compelling evidence that the Proposed
21 Settlement is fair, just, reasonable, and adequate.” (*Patel v. Axesstel Inc.*, No. 3:14-cv-1037-CAB-
22 BGS, 2015 WL 6458073, at *6 (S.D. Cal. Oct. 23, 2015) (citations and internal quotation marks
23 omitted). Moreover, to date, only 5 out of 137,831 Settlement Class Members requested exclusion.
24 (Azari Decl. ¶ 23.) This is an overwhelmingly positive Class response. (*see 7-Eleven Owners for Fair*
25 *Franchising*, 85 Cal. App. 4th at 1152-53 [response of absent class members was “overwhelmingly
26 positive” where only 1.5% elected to opt-out.]

27 Consideration of these factors demonstrate that the settlement is fair, reasonable, and adequate.
28

1 **C. Class Notice Satisfied the Requirement of Due Process**

2 The manner of giving notice and the content of notice must “fairly apprise the prospective
3 members of the class of the terms of the proposed settlement and of the options that are open to them
4 in connection with the proceedings.” (*7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
5 Cal. App. 4th 1135, 1164 (2000) (internal citations and quotations omitted)). An appropriate notice has
6 a “reasonable chance of reaching a substantial percentage of the class members.” (*Wershba*, 91 Cal.
7 App. 4th at 251; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1392; *see also*
8 Cal. Rules of Court 3.766.)

9 The Notice Plan was designed to reach Class members and fairly apprise them of the
10 settlement. The Notice provided a brief, clear, and thorough explanation of the case; the terms of the
11 proposed settlement; the amount Class Counsel would seek for attorneys’ fees and expenses; the
12 amount Plaintiff would seek as a service award; the date, time, and place of the fairness hearing; and
13 the steps for Class members to follow to opt out or object to the settlement. The Notice also described
14 how to appear at the fairness hearing to object. *See* Cal. Rules of Court 3.769(f).

15 Notice was disseminated using email to Class members with email addresses. For Class
16 members whose email addresses were not located in SeaWorld’s files, notice was disseminated by U.S.
17 mail. The email and U.S. mail notices reached 90.8% of the Settlement Class. (*Id.* at ¶ 17; *see also*
18 Federal Judicial Center, Judge’s Class Action Notice and Claims Process Checklist and Plain
19 Language Guide (2010), at 3, [“The lynchpin in an objective determination of the adequacy of a
20 proposed notice effort is whether all the notice efforts together will reach a high percentage of the
21 class. It is reasonable to reach between 70-95%. A study of recent published decisions showed that
22 the median reach calculation on approved notice plans was 87%.’”])⁷ The reach was further enhanced
23 by a California directed press release and a Settlement Website. (Azari Decl. ¶ 7.) The press release
24 achieved 264 exact media pickups with a potential audience of over 79.5 million. (*Id.* at ¶ 18.) Top
25 media outlets that picked up the informational release included KTLA (Los Angeles), KSWB (San
26 Diego), KRON (Los Angeles), KTXL (Sacramento), KGET (Bakersfield) and Times of San Diego,
27

28 ⁷ Available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0> (last visited July 24, 2025).

1 among others. (*Id.* at ¶ 18.)

2 For these reasons, the Notice Plan was consistent with other court-approved notice programs and
3 satisfied the requirements of due process, including its “desire to actually inform” requirement.⁸ (Azari
4 Decl. ¶ 7.). This readily satisfies California’s notice requirements. (*Wershba*, 91 Cal. App. 4th at 251.)

5 **VI. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES**

6 In its Preliminary Approval Order, the Court found the requirements of California Code of
7 Civil Procedure § 382 satisfied and conditionally certified the Settlement Class for settlement
8 purposes. PA, ¶¶ 2-3. Nothing has changed since the Court entered its Preliminary Approval Order that
9 would affect the Court’s ruling on class certification. For the reasons stated in the preliminary
10 approval motion and the Preliminary Approval Order, the Court’s certification of the Class for
11 settlement purposes should be affirmed.

12 **VII. CONCLUSION**

13 Based on the foregoing, Plaintiff respectfully requests that the Court: (1) grant final approval of
14 the Settlement as fair, reasonable, and adequate; and (2) approve distribution of the Settlement Fund
15 according to the terms of the Settlement.

16 Dated: July 24, 2025

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27 ⁸ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a
28 person’s due, process which is a mere gesture is not due process. The means employed must be such
as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The
reasonableness and hence the constitutional validity of any chosen method may be defended on the
ground that it is in itself reasonably certain to inform those affected . . .”).

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*Attorneys for Plaintiff Daniel Blanco, on his own
behalf, and behalf of all others similarly situated*