

If while residing in California, you purchased an Annual Pass to SeaWorld San Diego through the SeaWorld San Diego website or app between February 28, 2019 and February 28, 2025, which automatically renewed after the initial twelve-month commitment ended, you may be entitled to compensation.

This is a court-authorized Notice. This is not a solicitation from a lawyer or a lawsuit against you.

Lomeli & Blanco v. SeaWorld Parks & Entertainment, et al.

San Diego County Superior Court

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

- A \$1.5 million settlement has been reached in the above class action lawsuit against SeaWorld Parks & Entertainment, Inc. and Sea World, LLC (“SeaWorld” or “Defendants”).
- You are a Settlement Class Member entitled to receive a *pro rata* (a legal term meaning equal share) cash payment under the Settlement if the following Settlement Class definition applies to you: all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge.

Please read this Notice carefully. Your rights may be affected by this Settlement.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | | DEADLINE |
|---|--|---|
| Do Nothing | If you are a Settlement Class Member, you will receive a cash payment and will release any legal claims covered by the Settlement if the Court approves the Settlement. | |
| Object | You can file an objection stating why you think the Court should not approve the Settlement (why you object to the Settlement). Submitting an objection does not opt you out of the Settlement. You will still receive a cash payment, and you will release any legal claims covered by the Settlement if the Court approves the Settlement. | Filed by: July 31, 2025 |
| Go to the Hearing | The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the lawsuit and a service award for the Named Plaintiff. You may attend the Hearing, but are not required to do so. If you want to speak at the Hearing, you must object and indicate your intent to speak at the hearing in an Objection. | Hearing Date: August 15, 2025 |
| Opt Out | Get no cash payment. If you opt out of the Settlement, you will not receive a cash payment. Opting out is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims covered by the Settlement. | Postmarked by: July 22, 2025 |

- Your rights and options are explained in more detail below.
- Cash payments will be provided to Settlement Class Members only if the Court gives final approval to the Settlement and any appeals are resolved in favor of the Settlement. Please be patient.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

The Honorable Gregory Pollack of the San Diego County Superior Court (the “Court”) is overseeing this class action. The lawsuit is known as *Lomeli and Blanco v. Sea World Parks and Entertainment Inc., et al.*, No. 37-2023-00008529-CU-BT-CTL (the “Lawsuit”). The person who filed this Lawsuit is called the Named Plaintiff, and the companies they sued, SeaWorld Parks & Entertainment, Inc. and Sea World, LLC, are called the “Defendants” (or, simply, “SeaWorld”).

2. What is this lawsuit about?

SeaWorld San Diego is a theme park and entertainment company. On SeaWorld San Diego’s website or mobile application (“app”), consumers can purchase Annual Passes to SeaWorld San Diego, which automatically renew after the initial twelve-month commitment period ends, unless and until the consumer terminates (cancels) the Annual Pass.

Plaintiff Daniel Blanco (“Named Plaintiff”) brought this lawsuit individually and on behalf of a California class of consumers alleging that SeaWorld San Diego violated the requirements of California Business and Professions Code sections 17600-17606 regarding disclosure, affirmative consent to, and reminder of the automatic renewal terms and cancellation rights in connection with a customer’s purchase and renewal of Annual Passes. Named Plaintiff asserted claims for unfair competition, false advertising, injunctive relief and restitution under California Business and Professions Code section 17200 and section 17535.

SeaWorld denies any wrongdoing and contends that it complied with all applicable laws. The Court has not made any determination as to which party is right and has not found that SeaWorld engaged in any wrongdoing or violated any laws. Instead, the Named Plaintiff and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called a “Representative Plaintiff” or “Named Plaintiff” (in this Action, Daniel Blanco) sue on behalf of other people who may potentially have similar legal claims. All these people are a class or class members. For purposes of this Settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly opt out of the Settlement Class, as explained below.

4. Why is there a Settlement?

The Named Plaintiff has made legal claims against SeaWorld on behalf of themselves and the Settlement Class, which is comprised of people who are similarly situated. SeaWorld denies that it has done anything wrong or violated any laws and admits no liability. The Court has not decided in favor of the Named Plaintiff or SeaWorld. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if the following Settlement Class definition applies to you: all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before 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, Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

Settlement Class Members will be identified through SeaWorld’s records.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included, you can call the Settlement Administrator at 1-888-865-1770 for more information or review the Settlement documents found on the Settlement Website at www.SeaWorldAnnualPassSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

If the Court grants final approval and the Settlement becomes effective, SeaWorld will pay a settlement amount of \$1.5 million. The Settlement Administrator will subtract from the settlement amount: the settlement administration expenses, any service award to the Named Plaintiff, and any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel as approved by the Court. The remaining amount, the Net Settlement Amount, will be distributed on a *pro rata* basis (a legal term meaning equal share) to each Settlement Class Member who did not timely opt out from the Settlement. The estimate of the total number of Settlement Class Members is 141,358.

8. What can I get from the Settlement?

If Sea World's records identify you as a Settlement Class Member and you do not timely opt out of the Settlement, you are considered a "Participating Settlement Class Member." If the Court grants final approval and the Settlement becomes effective, Participating Settlement Class Members will automatically receive a cash payment from the Settlement. Participating Settlement Class Members will be notified directly to select how they want to receive their payment, either as an electronic payment such as Venmo, direct deposit/ACH, PayPal, or another electronic method the Settlement Administrator deems effective, or as a paper check.

To receive a paper check as a Participating Settlement Class Member, you will be required to provide the Settlement Administrator with a mailing address. If no payment selection is made, Participating Settlement Class Members will be issued an electronic MasterCard. Where a Participating Settlement Class Member elects to receive payment in the form of a paper check, that Participating Settlement Class Member will have sixty (60) days from when the check is mailed to cash the check.

9. When will I get a cash payment?

You do not need to take any action now to receive a payment. If the Court grants final approval and the Settlement becomes effective, cash payments will be issued to Participating Settlement Class Members. The Court will hold a Fairness Hearing to decide whether to give final approval to the Settlement. Even if the Court gives final approval of the Settlement, there may be appeals. It is always uncertain when any appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the lawsuit on the Settlement Website at www.SeaWorldAnnualPassSettlement.com. The Settlement will become final when the Court has given final approval and all appeals have been resolved in favor of the Settlement, or the time to file appeals has passed (the "Final Settlement Date"). Within sixty (60) days after the Final Settlement Date, the Settlement Administrator will email Participating Settlement Class Members a link to the election portal, which will provide thirty (30) days to make their payment election. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this lawsuit?

The Court has ordered that Parasma Lieberman Law; Broslavsky & Weinman, LLP; and Preston Law Offices ("Settlement Class Counsel") will represent the interests of all Settlement Class Members. These lawyers are paid from the \$1.5 million settlement amount. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.

11. How will Settlement Class Counsel be paid?

Settlement Class Counsel will request up to \$500,000 for their attorneys' fees, which is 33 1/3% of the \$1.5 million settlement amount, in addition to up to \$20,000 to reimburse Settlement Class Counsel for costs and expenses incurred in connection with the Lawsuit. The Court will make the final decision as to the amounts to be paid to Settlement Class Counsel. The amount that the Court awards will be paid out of the \$1.5 million settlement amount, as described below.

12. Will the Named Plaintiff receive any compensation for their efforts with the lawsuit?

The Named Plaintiff will request a service award of up to \$10,000 for their services as class representative and efforts in bringing the Lawsuit. The Court will make the final decision as to any amount to be paid to the Named Plaintiff.

13. What am I giving up to receive a cash payment or stay in the Settlement Class?

If the Court approves the Settlement and it becomes final, unless you opt out of the Settlement as described below, you will remain in the Settlement Class and all the Court's orders and judgments will apply to you and legally bind you. You will release your legal claims against Defendants that are released by the Settlement Agreement.

This generally means that you will not be able to file a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants for claims that were or reasonably could have been asserted based on the factual allegations in the operative complaint, relating to or arising out of the automatic renewal and/or cancellation of Annual Passes purchased through the SeaWorld San Diego website or mobile application which were automatically renewed by Defendants during the Settlement Class Period, including federal claims.

The Settlement Agreement, available on the Settlement Website www.SeaWorldAnnualPassSettlement.com, contains the full terms of the release in section 4.3 in necessary legal terminology. Please read these sections carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

You may opt out of the Settlement Class and the Settlement. If you want to opt out, you must email or mail the Settlement Administrator a Request for Exclusion stating the following:

1. The name and case number of the lawsuit - "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL";
2. Your full name, address, email address, and telephone number; and
3. A statement that you do not wish to participate in the Settlement.

The Request for Exclusion must be sent to the Settlement Administrator at the following address **postmarked or emailed by July 22, 2025**:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377
info@SeaWorldAnnualPassSettlement.com

You cannot exclude yourself by telephone, and you cannot opt out on behalf of anyone else.

You may not request to opt out from the Settlement Class through "mass" or "class" opt outs, meaning that each person who seeks to opt out must send an individual, separate, request to the Settlement Administrator that complies with all requirements listed above.

**Questions? Go to www.SeaWorldAnnualPassSettlement.com or
call 1-888-865-1770.**

If you timely opt out, you will be excluded from the Settlement Class, you will not receive a cash payment, you will not be bound by the judgment entered in the Lawsuit, and you will not be precluded from bringing or continuing any timely, individual lawsuit regarding the legal claims in this lawsuit. If you opt out of the Settlement, you cannot object to the Settlement since you will no longer be a Settlement Class Member.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to the request for attorneys' fees and costs or the service award.

To object, you must file a written objection with the Court by **July 31, 2025**, and email or mail a copy of the objection to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked or emailed by **July 31, 2025**, to the following:

| Court | Class Counsel | Defendants' Counsel | Settlement Administrator |
|---|---|--|---|
| Superior Court of California San Diego County 330 West Broadway Department 71 San Diego, CA 92101 | Grace Parasmol Parasmol Lieberman Law 7119 West Sunset Blvd, Suite 808 Los Angeles, CA 90046 gparasmol@ parasmoliebermanlaw.com | Lawrence Y. Iser Kinsella Holley Iser Kump Steinsapir LLP 11766 Wilshire Blvd Suite 750 Los Angeles, CA 90025 liser@khiks.com | SeaWorld San Diego Annual Pass Settlement Settlement Administrator PO Box 2377 Portland, OR 97208-2377 info@ SeaWorldAnnualPassSettlement.com |

Your written objection must include:

1. The name and case number of the lawsuit, "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL";
2. Your full name, address, email address, and telephone number;
3. The words "Notice of Objection" or "Formal Objection";
4. All grounds for the objection, accompanied by any legal and factual support for the objection;
5. The identity of all lawyers representing you who will appear at the Fairness Hearing, if any;
6. The identification of any other objections you have filed, or have been filed on your behalf, in any other class action cases in the last five years;
7. A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and if so indicating this on your objection under a heading of "Notice of Intent to Appear"; and
8. Your signature on the written objection (an attorney's signature shall not be deemed sufficient).

Any person who submits an objection will be subject to the Court's jurisdiction and venue (meaning the Court's authority to handle the objection) with respect to their objection and the Settlement, and may be subject to discovery (a legal term that means collecting information) by the Parties. You may, but do not need to mail your objection through your own lawyer. If you do make your objection through your lawyer, you will be responsible for your personal attorney's fees and costs.

If you do not timely file an objection, you will be deemed to have waived all of your objections and you will not be entitled to speak at the Fairness Hearing.

If you mail a written objection, you may appear at the Fairness Hearing, either in person or through your own lawyer, hired at your expense, to object to the Settlement Agreement. You are not required to appear if you do not want to appear. If you or your lawyer intend to make an appearance at the Fairness Hearing, you must include in your objection a statement that you (or your lawyer) want to appear and speak under the heading of "Notice of Intent to Appear."

**Questions? Go to www.SeaWorldAnnualPassSettlement.com or
call 1-888-865-1770.**

16. What is the difference between opting out and objecting to the Settlement?

Objecting is simply telling the Court that you do not want the Court to approve the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because the Settlement no longer affects you. If you attempt to both object to and opt out of the Settlement, you will be deemed to have opted out and will give up the right to object to the Settlement.

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing, called the Fairness Hearing, to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and costs to Settlement Class Counsel; and to consider the request for a service award to the Representative Plaintiff. The Court may also hear objections at the Fairness Hearing.

THE FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

On **August 15, 2025 at 9:30 a.m.**, the Court will hold a hearing on the fairness of the proposed Settlement (the "Fairness Hearing"). At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness from Settlement Class Members who timely submitted written objections and provided notice of their intent to appear. The hearing will take place before the Honorable Gregory Pollack of the San Diego County Superior Court, located at 330 West Broadway, Department 71, San Diego, California, 92101.

The hearing may be postponed to a different date or time or location without notice. Please check www.SeaWorldAnnualPassSettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, you will not be sent a notification of the change, but the change will be posted to the Settlement Website.

19. May I speak at the Hearing?

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement from Settlement Class Members who timely submitted written objections and Notices of Intent to Appear. You may attend the Fairness Hearing, but you do not have to attend. As described above, only Settlement Class Members who have timely filed an objection, and included in their objection a statement that they (or their lawyer) intend to appear and speak at the Fairness Hearing under the heading of "Notice of Intent to Appear" may speak at the Fairness Hearing. If you opt out of the Settlement, you cannot speak at the Fairness Hearing.

GETTING MORE INFORMATION

20. How do I get more information?

For more information, the Settlement Agreement, the Court's Preliminary Approval Order, the motion for an award of fees and costs and expenses to Settlement Class Counsel and a service award to the Named Plaintiff (once filed), and the Complaint filed in the lawsuit are or will be available on the Settlement Website at www.SeaWorldAnnualPassSettlement.com. Alternatively, you may contact the Settlement Administrator at:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377

**Questions? Go to www.SeaWorldAnnualPassSettlement.com or
call 1-888-865-1770.**

This description of the lawsuit and the Settlement does not include details regarding all issues and legal proceedings that have occurred in the lawsuit. You can inspect the Court files at the Clerk of the Court, 330 West Broadway, San Diego, California, during business hours Monday through Friday, or via the Court's website at <https://www.sdcourt.ca.gov/sdcourt/civil2> at your own expense. If you have questions about the Settlement, you may also contact Settlement Class Counsel:

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| Grace Parasmol Yitzchak Lieberman Parasmol Lieberman Law 7119 West Sunset Blvd, Suite 808 Los Angeles, CA 90046 gparasmol@parasmoliebermanlaw.com yliberman@parasmoliebermanlaw.com | Ethan Preston Preston Law Offices 4054 McKinney Ave Suite 310 Dallas, TX 75204 ep@eplaw.us | Zack Broslavsky Broslavsky & Weinman, LLP 1500 Rosecrans Ave, Suite 500 Manhattan Beach, CA 90266 (310) 575-2550 |
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21. What if my contact information has changed or changes?

It is your responsibility to provide updated information to the Settlement Administrator. You can contact the Settlement Administrator at:

Sea World San Diego Annual Pass Settlement
Settlement Administrator
PO Box 2377
Portland, OR 97208-2377

DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT.

Questions? Go to www.SeaWorldAnnualPassSettlement.com or call 1-888-865-1770.