

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS

FILED

JUN 18 2021

*Erin Constantine Wainstein*  
CIRCUIT CLERK

HUGO SOTO, SHARON SOTO, )  
ELIZABETH ALVARDO, ELVIN )  
ALVARDO, HERSCHEL K. BAILEY )  
IV, YAAKOV A. KATZ, IRENE )  
MIRANDA AND JOSE RAUL )  
TURCIOS, individually and on behalf )  
of similarly situated persons, )

Plaintiffs, )

v. )

GREAT AMERICA LLC, d/b/a )  
SIX FLAGS GREAT AMERICA and )  
SIX FLAGS HURRICANE HARBOR, )  
SIX FLAGS ENTERTAINMENT CORP., )  
SIX FLAGS GREAT ADVENTURE, LLC, )  
MAGIC MOUNTAIN LLC )  
and DOES 1 to 20, )

Defendants. )

Case No. 17 CH 1118

Hon. Stacey L. Seneczko

**FINAL APPROVAL ORDER**

This matter coming upon Plaintiff's Unopposed Motion for Final Approval of Class Settlement and Plaintiffs' Petition for an Award of Class Counsel's Attorney's Fees and Costs and Settlement Class Representatives' Enhancement Awards, all Parties present through their respective attorneys, WHEREAS:

1. On December 3, 2020, this Court preliminarily approved the Class Action Settlement Agreement ("Agreement") reached between Plaintiffs Hugo Soto, Sharon Soto, Elizabeth Alvarado, Elvin Alvarado, Herschel K. Bailey IV, Yaakov A. Katz, Irene Miranda and Jose Raul Turcios ("Plaintiffs" or "Settlement Class Representatives") and Defendants Great America, LLC, d/b/a Six Flags Great America, Six Flag Hurricane Harbor, Six Flags

Entertainment Corp., Six Flags Great Adventure, LLC and Magic Mountain LLC,  
("Defendants").

2. The Court approved a form for providing notice to the class by U.S. mail, email and Internet banner advertisement.

3. The Court is informed that actual notice was sent by first-class mail and email to 4,903,741 class members. A total of 85 notices were returned by the United States Postal Service marked not deliverable with no forwarding addresses available. Of the 85 mailed notices that were returned, the Class Administrator was able to re-mail 31 notices obtained from the trace process. Out of the close to 5 million class members provided with notice, 84 class members requested exclusion and NO objections were filed or received.

4. On March 3, 2021, Plaintiffs filed their Petition for an Award of Class Counsel's Attorney's Fees and Costs and Settlement Class Representatives' Enhancement Awards.

5. On June 17, 2021, the Court held a fairness hearing to which class members, including any with objections, were invited.

IT IS ORDERED:

1. The Court finds that the Classes are appropriate under 735 ILCS 5/2-801.

2. The Court finds that the provisions for notice to the Classes satisfy the requirements of 735 ILCS 5/2-801 and due process.

3. Solely for the purpose of settlement, and pursuant to 735 ILCS 5/2-802, the Court confirms its certification of the Settlement Class as follows:

All consumers who used a credit and/or debit card to make a purchase at one or more of the following locations during the date range applicable to each location:

- i. Six Flags Over Georgia: October 14, 2016 through September 28, 2017, inclusive.

- ii. Six Flags Over Texas: February 25, 2017 through September 28, 2017, inclusive.
- iii. Hurricane Harbor Arlington: May 6, 2017 through September 28, 2017, inclusive.
- iv. White Water Atlanta: May 13, 2017 through September 28, 2017, inclusive.
- v. Six Flags Discovery Kingdom: December 17, 2016 through September 28, 2017, inclusive.
- vi. Six Flags Magic Mountain & Hurricane Harbor Valencia: January 12, 2017 through September 28, 2017, inclusive.
- vii. The Great Escape (and Hurricane Harbor) & Six Flags Great Escape Lodge & Indoor Waterpark: May 13, 2017 through September 28, 2017, inclusive.
- viii. Hurricane Harbor Concord: June 12, 2017 through September 28, 2017, inclusive.
- ix. Six Flags Fiesta Texas: November 19, 2016 through September 28, 2017, inclusive.
- x. Six Flags Great Adventure & Hurricane Harbor New Jersey: April 1, 2017 through September 28, 2017, inclusive.
- xi. Six Flags Great America: April 16, 2017 through September 28, 2017, inclusive.
- xii. Six Flags New England: April 8, 2017 through September 28, 2017, inclusive.
- xiii. Six Flags St. Louis: March 25, 2017 through September 28, 2017, inclusive.
- xiv. Six Flags America: April 1, 2017 through September 28, 2017, inclusive.

(collectively “Covered Parks”.)

4. The Court finds that the settlement is fair and reasonable, and hereby approves the **SETTLEMENT AGREEMENT AND RELEASE** submitted by the Parties, including the release.

5. Within 30 days of entry of this Final Approval Order shall distribute settlement payments and vouchers to the Settlement Class Members<sup>1</sup> pursuant to par. 9 of the Agreement as follows:

- a. The Claims Administrator shall email a voucher for \$13.00 to every one of Defendants' U.S. season pass holders and/or members on the Class Member Contact List for whom the Claims Administrator has an email address and send by first-class United States mail an Automatic Voucher to each U.S. season pass holder and/or member for whom Defendants do not have an email address but do have a mailing address. The vouchers may be used the same as cash for in-person park admission, parking, and/or concession purchases.
- b. The Claims Administrator shall distribute proceeds from the Cash Settlement Fund to each Settlement Class Members who submitted a timely Claim Form-Cash for each documented transaction.
- c. The Claims Administrator shall distribute the \$13.00 vouchers to each Settlement Class Members who submitted a timely Claim Form-Voucher by email to Authorized Claimants for whom the Claims Administrator has an email address and by way of first-class United States mail to each Authorized Claimant for whom the Claims Administrator does not have an email address. Settlement Class Members are only entitled to one \$13.00 voucher.

6. The Court further approves the following payments:

- a. Payments of \$4,000 each to Plaintiffs Elizabeth, Alvarado, Elvin Alvarado, Jose Raul Turcios and Irene Miranda;
- b. Payments of \$2,500 each to Plaintiffs Herschel K. Bailey IV, Yaakov A. Katz, Hugh Soto, and Sharon Soto;
- c. Payment of Attorney's fees of \$1.7 million to Class Counsel;
- d. Payment of all administrative costs, up to \$200,000.

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<sup>1</sup> "Settlement Class Members" means all U.S. consumers who used a credit and/or debit card to make a purchase at one or more Covered Park locations during the date range applicable to each Covered Park. Excluded from the Settlement Class are all employees of Defendants and their parents, subsidiaries, and affiliates, all attorneys and employees of Settlement Class Counsel, any judicial officer, or his/her immediate family, to which this case is assigned, and persons who validly opted out of the settlement.

Defendants shall make the payments above within 30 days of entry of this Final Approval Order

7. The Parties grant the following releases as of the entry of this Final Approval

Order:

- Each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of this Agreement and the Final Approval Order and Judgment, shall have fully, finally, irrevocably, and forever, released Six Flags Entertainment Corp., Great America LLC, d/b/a Six Flags Great America and Six Flags Hurricane Harbor, Magic Mountain LLC, Six Flags Great Adventure, LLC, Six Flags Over Georgia II, L.P., and Six Flags Over Georgia, LLC, and all of their past and present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and their respective directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, franchisees, franchisors, partners, affiliates, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the “Released Parties”) from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the complaints on file in each of the Actions, or that relate to or arise out of the issuance of credit and debit card receipts through September 28, 2017 (collectively, the “Released Claims”). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the complaints on file in each of the Actions concerning violations of any law relating to the information that may appear on credit and debit card transaction receipts, including but not limited to any claims under the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681. The Released Claims also include but are not limited to claims under any other state or federal statute, code, rule, regulation, or common law that relate to the information that may appear on credit and debit card transaction receipts.
- With regard to the Released Claims only, each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agrees to and does waive in connection with the Released Claims any and all provisions, rights and benefits, which they now have or in the future may be conferred on them by section 1542 of the California Civil Code (“Section

1542”) and any similar state statute in any of the other 49 states. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: A general release does not extend to claims that the creditor or releasing party does not know exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Although the releases granted under this Agreement by Settlement Class Members are not general releases, to the extent permitted by law, Settlement Class Members are waiving, in connection with only the Released Claims, the protections of Section 1542 in California and any similar state statute in any of the other 49 states.

- In consideration for the consideration set forth in the Agreement, each Settlement Class Representative, for him and herself and his and her heirs, successors and assigns, hereby waives, generally releases, acquits and forever discharges the Released Parties, from any and all claims, actions, charges, complaints, grievances, and causes of action, of whatever nature, whether known or unknown, which exist or may exist as of the date of this Agreement, including but not limited to any and all FACTA claims, common law claims, contract claims, statutory claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Settlement Class Representatives hereby expressly waive and relinquish any and all claims, rights or benefits that each may have under Section 1542 (and any similar state statute that might apply to one or more Settlement Class Representatives), which provides as follows: ***A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*** Settlement Class Representatives may hereafter discover claims or facts in addition to, or different from, those which each now knows or believes to exist, but each expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement.
- Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member shall be deemed to have, and

by operation of the Final Approval Order shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

8. Pursuant to the Agreement, checks issued to Settlement Class Members shall be void 90 days (“Void Date”) after the date of the check.

9. The Court approves the Privacy Rights Clearinghouse as the *cy pres* recipient. The Court directs that any funds which remain in the Class Settlement Fund after the Void Date shall be paid to the Privacy Rights Clearinghouse.

10. The Court finds the Agreement fair and made in good faith.

11. The Court dismisses this action with prejudice against Defendants.

12. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Agreement and of this Order.

13. The case is removed from the docket of cases held in abeyance pending appeal and restored to the Court’s general docket.

BY ORDER OF THE COURT

  
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Honorable Stacey L. Seneczko

Dated: 6/18/21

prepared by:

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