

**CLASS ACTION SETTLEMENT NOTICE**  
**READ THIS NOTICE CAREFULLY**  
**YOUR LEGAL RIGHTS MAY BE AFFECTED**

*Soto, et al. v. Great America LLC*  
Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois  
Case No. 17-CH-1118

**What is this Case about?**

Four different class action lawsuits allege that Six Flags Entertainment Corp., Great America LLC, d/b/a Six Flags Great America and Six Flags Hurricane Harbor, Magic Mountain LLC, and Six Flags Great Adventure, LLC (collectively “Defendants”) violated the federal Fair and Accurate Credit Transactions Act (“FACTA”) by printing more than the last five digits of credit and debit card numbers or by failing to mask the expiration date on customers' credit and debit card receipts provided to park guests at certain Covered Parks during the period between October 14, 2016 through September 28, 2017. A list of the Covered Parks and the date range applicable to each Covered Park can be found below. Defendants have denied the claims or that any harm can be caused due to six additional digits or an expiration date being printed on a card receipt. Nonetheless, Defendants and the Settlement Class Representatives have agreed to settle the dispute to avoid the uncertainty and costs of further litigation and a trial.

**What is a class action?**

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The parties have agreed that the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois will be presented the settlement for approval.

**Am I a Class Member?**

You may be a Settlement Class Member if you visited a Six Flags theme park or waterpark in the United States during the period October 14, 2016 through September 28, 2017 and used a credit and/or debit card to make a purchase at the park and received a printed receipt. The specific parks covered by this Settlement (i.e., the “Covered Parks”) and the date ranges applicable to each park, are as follows:

- 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.

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- 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.

### **Why is there a Settlement?**

Both sides agreed to a Settlement to avoid the uncertainty and cost of a trial and provide benefits to Settlement Class Members. The Court did not decide in favor of Plaintiffs or Defendants, and Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in this class action, or that any harm can be caused due to six additional digits or an expiration date being printed on a card receipt.

### **What can I get from the Settlement?**

Defendants have agreed to automatically send a \$13 voucher usable the same as cash at any Covered Park for a period of two years from the date of issuance to all of Defendants' U.S. season pass holders and/or members who were season pass holders or members during the Class Period and, according to Defendants' records, visited at least one Covered Park between October 14, 2016 and September 28, 2017, inclusive, and for whom Defendants have an email or mailing address. The \$13 vouchers may be used the same as cash for in-person park admission, parking, and/or concession purchases.

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As described further below, persons who were not U.S. season pass holders and members during the Class Period may submit a claim for a \$13 voucher (without proof of transaction) or up to \$27 per transaction (with proof of transaction).

Settlement Class Members who receive an Automatic Voucher may also submit a claim for a cash payment but may not submit a claim for a second voucher.

### **What do I need to do to claim a \$13 voucher?**

If you were not a U.S. season pass holder or member during the Class Period and believe you are entitled to receive a \$13 voucher, you must submit a claim. If you wish to submit a voucher claim, you may submit one online by visiting [www.themeparkFACTAsettlement.com](http://www.themeparkFACTAsettlement.com), You may also request a voucher claim form by mail by writing to the Claims Administrator at Theme Park FACTA Settlement c/o Claims Administrator, PO Box 150, Warminster, PA, 18974-0150. . The deadline to submit claims is April 2, 2021. Please note that your \$13 voucher will be emailed so you will be asked to provide a valid email address to receive your voucher. There is a limit of one voucher per Settlement Class Member.

### **What do I need to do to receive a settlement check?**

To receive a cash settlement payment of up to \$27 per transaction, you must submit a claim along with proof of each transaction. Acceptable forms of proof are park credit or debit card receipts, credit card statements showing park-related transactions, or bank statements showing park-related debit card transactions during the applicable park location Class Periods described above. ***Please make sure to redact or cover up your account number information before submitting your proof of purchase.***

Please note that the amount of your Settlement payment will be based on the number of timely and valid claims submitted. Up to \$450,000 will be divided amongst all Authorized Claimants on a per transaction pro-rata basis. Each cash Settlement payment will be in the amount of \$27 per demonstrated transaction unless the number of valid and timely claims paid out at \$27 per documented transaction in the aggregate exceeds \$450,000, in which case the payment per transaction shall decrease on a pro-rata basis such that the total amount paid out to all Authorized Claimants is \$450,000.

If you wish to submit a cash claim form, you may submit one online by visiting [www.themeparkFACTAsettlement.com](http://www.themeparkFACTAsettlement.com). You may also request a cash claim form by mail by writing to the Claims Administrator at Theme Park FACTA Settlement c/o Claims Administrator, PO Box 150, Warminster, PA, 18974-0150. The deadline to submit claims is April 2, 2021. Settlement Class Members who are entitled to receive an Automatic Voucher may also submit a cash claim.

### **What am I giving up by not Excluding myself from the Settlement Class?**

Unless you exclude yourself, you will remain in the Settlement Class and will be bound by the terms of the Settlement and all of the Court's orders. This means that you can't bring your own case or be part of any other FACTA lawsuit against Defendants. Staying in the Settlement Class also means that you agree to the following release of claims which describes exactly the legal claims that you give up:

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**Release by the Settlement Class.** As of the Settlement Effective Date, 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.

### **When can I expect to receive my Settlement Benefits?**

The Court will hold a hearing on June 18, 2021, at 9:30 a.m. CT, to decide whether to give final approval to the Settlement. You will be kept informed of the progress of the Settlement through the Settlement Website at [www.themeparkFACTAsettlement.com](http://www.themeparkFACTAsettlement.com). Please be patient.

### **Can I exclude myself from the Settlement?**

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue the Defendants on your own about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must either send an email to the Claims Administrator at [Exclusion@themeparkfactasettlement.com](mailto:Exclusion@themeparkfactasettlement.com), or send a letter to the Claims Administrator at the address below stating that you wish to be excluded from the Settlement. Be sure to include the Illinois case name (*Soto, et al. v. Great America LLC*), a statement that you wish to be excluded from the Settlement, and your name, address, and signature. If you use email, you must send your request by April 2, 2021. If you send a request via mail, You must mail your request for exclusion so that it is postmarked no later than April 2, 2021 and mailed to:

Theme Park FACTA Settlement  
c/o Claims Administrator  
P.O. Box 150  
Warminster, PA, 18974-0150

**Questions? Contact the Claims Administrator toll free at 1-833-305-3916**

If you request to be excluded from the Settlement, you will not get any Settlement Benefits, and you cannot object to the terms of the Settlement. You will not be legally bound by anything that happens in this lawsuit.

### **If I don't exclude myself, can I sue, the Defendants later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit covering this same claim, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

### **Do I have a lawyer in this case?**

The Court has appointed Keller Grover LLP, Gaines & Gaines, APLC, Lacy Price & Wagner, P.C., Edelman, Combs, Lattuner & Goodwin, LLC, Curtis C. Warner, and The Law Offices of Shimshon Wexler, PC as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$1,700,000 in combined attorneys' fees and actual out-of-pocket costs. The fees would pay Class Counsel for investigating the facts, litigating the four cases, negotiating the Settlement, and overseeing administration of the Settlement. Class Counsel will also ask the Court to approve payments of \$4,000 each to Settlement Class Representatives Elizabeth Alvarado, Elvin Alvarado, Jose Raul Turcios, and Irene Miranda, who were deposed, and \$2,500 each to Settlement Class Representatives Herschel K. Bailey IV, Yaakov A. Katz, Hugh Soto, and Sharon Soto, who were not deposed, for their services as Class Representatives. The Court may award less than these amounts. These amounts will be paid by Defendants.

### **How do I tell the court that I don't like the Settlement?**

If you're a Settlement Class Member, you can ask the Court to deny Final Approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies Final Approval, no Settlement vouchers or payments will be sent out and the four lawsuits will continue. Each objection must include (1) the name of the Illinois action (*Soto, et al. v. Great America LLC*), (2) the objector's full name and address, (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class, (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection, and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the Final Approval Hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address. Any objection must be submitted to the Claims Administrator by mail with a postmark date no later than April 2, 2021 to Theme Park FACTA Settlement c/o Claims Administrator, PO Box 150, Warminster, PA, 18974-0150.

### **What's the difference between objecting and excluding?**

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**Questions? Contact the Claims Administrator toll free at 1-833-305-3916**

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

The Court will hold a Final Approval Hearing at 9:30 a.m. CST on June 18, 2021 at 18 North County Street, Waukegan, Illinois 60085-4359. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel do not know how long these decisions will take. Please note that the hearing date may be continued without further notice to the Settlement Class. You may check the Settlement Website, [www.themeparkFACTAsettlement.com](http://www.themeparkFACTAsettlement.com) for information and updates.

**Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer questions the Court may have but, you are welcome to come at your own expense, or attend via Zoom or telephone. You should also check the following website a few days before the hearing:

<https://19thcircuitcourt.state.il.us/2200/Daily-Remote-Court-Session-Schedule-C407>.

If you send an objection, you don't have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**Are there more details about the Settlement?**

This Notice only summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, including a copy of the Settlement Agreement, you may visit the Settlement Website [www.themeparkFACTAsettlement.com](http://www.themeparkFACTAsettlement.com). You may also contact the Claims Administrator in writing at Theme Park FACTA Settlement c/o Claims Administrator, PO Box 150, Warminster, PA, 18974-0150 or call the Claims Administrator at 1-833-305-3916. You can also contact Class Counsel:

Eric A. Grover, Esq.  
KELLER GROVER LLP  
1965 Market Street  
San Francisco, California 94103  
Telephone: (415) 543-1305  
Facsimile: (415) 543-7861  
[eagrover@kellergrover.com](mailto:eagrover@kellergrover.com)

**PLEASE DO NOT CALL DEFENDANTS OR THE COURT  
WITH ANY QUESTIONS RELATED TO THE SETTLEMENT**

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