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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

LISA KOUBALL, on behalf of herself,  
and all others similarly situated,

Plaintiff,

v.

SEAWORLD PARKS &  
ENTERTAINMENT, INC.,

Defendant.

Case No.: '20CV0870 H BGS

CLASS ACTION

**COMPLAINT**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Plaintiff Lisa Kouball (“Plaintiff”) brings this action on behalf of  
3 herself and all others similarly situated against Defendant SeaWorld Parks &  
4 Entertainment, Inc. (“SeaWorld” or “Defendant”). Plaintiff makes the following  
5 allegations pursuant to the investigation of her counsel and based upon information  
6 and belief, except as to the allegations specifically pertaining to herself, which are  
7 based on personal knowledge:

8 **JURISDICTION AND VENUE**

9 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
10 1332(d)(2)(A) because this case is a class action where the aggregate claims of all  
11 members of the proposed class are in excess of \$5,000,000, exclusive of interest and  
12 costs, and most members of the proposed nationwide class are citizens of states  
13 different from the states of Defendant.

14 3. This Court has general jurisdiction over Defendant because it conducts  
15 substantial business within California such that Defendant has significant,  
16 continuous, and pervasive contacts with the State of California.

17 4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the  
18 challenged fee practices have been committed in this District and because Plaintiff  
19 resides and suffered the alleged harm in this District.

20 **FACTUAL ALLEGATIONS**

21 5. Defendant SeaWorld has made the unconscionable decision to keep  
22 charging its thousands of customers monthly membership fees while closing its  
23 amusement parks as the novel coronavirus, COVID-19, rages throughout the world  
24 and the United States economy has gone into a deep recession.

25 6. Defendant is the operator of several amusement parks and water parks  
26 throughout the United States, operating in locations such as San Diego, California,  
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1 Orlando, Florida, and San Antonio, Texas.<sup>1</sup> Defendant offers annual passes to its  
2 customers that allow them access Defendant’s amusement and water parks on an  
3 unlimited basis.<sup>2</sup> Defendant’s customers are charged a monthly fee for annual passes  
4 that range from \$10.00 per month to \$17.75 per month.<sup>3</sup>

5 7. To sign up for Defendant’s annual membership program, customers  
6 often provide Defendant with their credit card or debit card information. Defendant  
7 then automatically charges its customers’ credit or debit cards as payments are due  
8 on a monthly basis.

9 8. In approximately March of 2020, Defendant closed all of its amusement  
10 parks and water parks due to the COVID-19 pandemic. However, unlike most of its  
11 competitors, Defendant continued charging its customers monthly membership  
12 fees— at full price. Defendant is able to unilaterally charge its customers monthly  
13 fees without their consent, as it is in possession of its members’ debit and credit card  
14 information. Thus, Defendant has made the deliberate decision to bilk its customers  
15 out of a monthly membership fee while its members do not have access to  
16 Defendant’s amusement parks and water parks. The sole reason Defendant’s  
17 customers pay monthly membership fees is to have access to Defendant’s  
18 amusement parks and water parks. Now, Defendant is charging its customers full  
19 price while denying customers access to its amusement parks and water parks.

20 9. Plaintiff seeks relief in this action individually, and on behalf of all of  
21 Defendant’s customers nationwide that have paid or were charged fees while  
22 Defendant’s amusement parks and water parks were closed for Defendant’s  
23 violations of the California Consumer Legal Remedies Act (“CLRA”), Civil Code  
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25 <sup>1</sup> <https://seaworld.com/> (last visited May 8, 2020).

26 <sup>2</sup> <https://seaworld.com/san-diego/annual-pass/> (last visited May 8, 2020).

27 <sup>3</sup> Id.

1 §§1750, *et seq.*, Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et*  
2 *seq.*, False Advertising Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*, for  
3 breach of contract, unjust enrichment, and money had and received.

4 **PARTIES**

5 10. Plaintiff Lisa Kouball is a citizen of California, residing in San Diego  
6 County, California. Ms. Kouball purchased a total of four annual passes to attend  
7 Defendant’s amusement park located in San Diego, California, paying a total of  
8 \$48.99 per month on a month-to-month basis for the four annual membership  
9 passes. In approximately March of 2020, Defendant closed its amusement parks and  
10 water parks, including the SeaWorld amusement park in San Diego, California that  
11 Plaintiff attended. However, on approximately April 23, 2020, Defendant charged  
12 Plaintiff’s credit card in the full amount of her month-to-month memberships—  
13 \$48.99— even though Plaintiff does not have access to Defendant’s amusement  
14 parks. Further, Defendant has not refunded Plaintiff any part of her monthly fee for  
15 the time in which Defendant’s amusement parks and water parks have remained  
16 closed. Plaintiff signed up for Defendant’s annual membership passes with the  
17 belief and on the basis that he would have access to SeaWorld San Diego amusement  
18 park at any time during the month in which she was charged. Plaintiff would not  
19 have paid for the membership, or would not have paid for it on the same terms, had  
20 she known that she would not have access to Defendant’s amusement park. Plaintiff  
21 continues to face imminent harm, as Defendant continues charging its customers  
22 monthly fees while all of its amusement parks and water parks remain closed.

23 11. Defendant SeaWorld Parks & Entertainment, Inc. is a Delaware  
24 corporation that maintains its principal place of business at 6240 Sea Harbor Drive,  
25 Orlando, Florida 32821. Defendant is the operator of several amusement parks and  
26 water parks nationwide, including the SeaWorld amusement park located in San  
27 Diego, California.

**CLASS ACTION ALLEGATIONS**

1  
2 12. Plaintiff brings this action as a class action under Federal Rule of Civil  
3 Procedure 23 on behalf of a Class consisting of all persons in the United States who  
4 were charged annual membership fees for a period in which Defendant’s amusement  
5 parks and water parks were closed.

6 13. Plaintiff also seeks to represent a subclass defined as all members of  
7 the Class who are members of Defendant’s amusement parks and water parks located  
8 in California. (the “California Subclass”).

9 14. Plaintiff reserves the right to amend or modify the Class definition with  
10 greater specificity or further division into subclasses or limitation to particular issues  
11 as discovery and the orders of this Court warrant.

12 15. Excluded from the Class are the Defendant, the officers and directors  
13 of the Defendant at all relevant times, members of its immediate families and their  
14 legal representatives, heirs, successors or assigns and any entity in which Defendant  
15 has or had a controlling interest.

16 16. Plaintiff is a member of the Class and California Subclass she seeks to  
17 represent.

18 17. Defendant has thousands of customers nationwide that have paid or  
19 were charged fees while Defendant’s amusement parks and water parks were closed.  
20 Accordingly, members of the Class are so numerous that their individual joinder  
21 herein is impracticable. The precise number of Class members and their identities  
22 are unknown to Plaintiff at this time but may be determined through discovery.

23 18. Common questions of law and fact exist as to all Class members and  
24 predominate over questions affecting only individual Class members. Common legal  
25 and factual questions include, but are not limited to whether Defendant has breached  
26 its contract with its customers and whether its actions are fraudulent and unlawful.

1 19. The claims of the named Plaintiff are typical of the claims of the Class  
2 in that the named Plaintiff was exposed to Defendant's false and misleading  
3 advertising and was charged membership fees despite being barred from entry into  
4 Defendant's amusement parks and water parks, and suffered losses as a result.

5 20. Plaintiff is an adequate representative of the Class because Plaintiff's  
6 interests do not conflict with the interests of the Class members Plaintiff seek to  
7 represent, Plaintiff has retained competent counsel experienced in prosecuting class  
8 actions, and Plaintiff intends to prosecute this action vigorously. The interests of  
9 Class members will be fairly and adequately protected by Plaintiff and her counsel.

10 21. The class mechanism is superior to other available means for the fair  
11 and efficient adjudication of the claims of the Class members. Each individual Class  
12 member may lack the resources to undergo the burden and expense of individual  
13 prosecution of the complex and extensive litigation necessary to establish  
14 Defendant's liability. Individualized litigation increases the delay and expense to all  
15 parties and multiplies the burden on the judicial system presented by the complex  
16 legal and factual issues of this case. Individualized litigation also presents a potential  
17 for inconsistent or contradictory judgments. In contrast, the class action device  
18 presents far fewer management difficulties and provides the benefits of single  
19 adjudication, economy of scale, and comprehensive supervision by a single court on  
20 the issue of Defendant's liability. Class treatment of the liability issues will ensure  
21 that all claims and claimants are before this Court for consistent adjudication of the  
22 liability issues.

23 **FIRST CAUSE OF ACTION**

24 **Violation of California's Consumers Legal Remedies Act**

25 **Cal. Civ. Code §§ 1750, *et seq.***

26 22. Plaintiff hereby incorporates by reference the allegations contained in  
27 all preceding paragraphs of this complaint.

1           23. Plaintiff brings this claim individually and on behalf of members of the  
2 proposed Class against Defendant. Plaintiff also brings this claim individually and  
3 on behalf of members of the proposed California Subclass against Defendant.

4           24. Plaintiff and Class members are consumers who paid fees for use of  
5 Defendant’s amusement parks and water parks for personal, family or household  
6 purposes. Plaintiff and the Class are “consumers” as that term is defined by the  
7 CLRA in Cal. Civ. Code § 1761(d).

8           25. Defendant’s amusement park and water park access that Plaintiff and  
9 Class members purchased from Defendant was a “service” within the meaning of  
10 Cal. Civ. Code § 1761(b).

11           26. Defendant’s actions, representations, and conduct have violated, and  
12 continue to violate the CLRA, because they extend to transactions that intended to  
13 result, or which have resulted in, the sale of services to consumers.

14           27. Defendant’s advertising that its amusement parks and water parks  
15 would be available to its customers and that its customers would have access to its  
16 amusement parks and water parks upon paying a membership fee is false and  
17 misleading to a reasonable consumer, including Plaintiff, because Defendant in fact  
18 closed all of its amusement parks and water parks while continuing to charge its  
19 customers the full price of membership.

20           28. California’s Consumers Legal Remedies Act, Cal. Civ. Code §  
21 1770(a)(5), prohibits “[r]epresenting that goods or services have sponsorship,  
22 approval, characteristics, ingredients, uses, benefits, or quantities which they do not  
23 have or that a person has a sponsorship, approval, status, affiliation, or connection  
24 which he or she does not have.” By engaging in the conduct set forth herein,  
25 Defendant violated and continue to violate Section 1770(a)(5) of the CLRA, because  
26 Defendant’s conduct constitutes unfair methods of competition and unfair or  
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1 fraudulent acts or practices, in that Defendant misrepresented the particular  
2 characteristics, benefits and quantities of the services.

3 29. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or  
4 services are of a particular standard, quality, or grade, or that goods are of a particular  
5 style or model, if they are of another. By engaging in the conduct set forth herein,  
6 Defendant violated and continues to violate Section 1770(a)(7) of the CLRA,  
7 because Defendant's conduct constitutes unfair methods of competition and unfair  
8 or fraudulent acts or practices, in that Defendant misrepresents the particular  
9 standard, quality or grade of the services.

10 30. Cal. Civ. Code § 1770(a)(9) further prohibits "[a]dvertising goods or  
11 services with intent not to sell them as advertised." By engaging in the conduct set  
12 forth herein, Defendant violated and continues to violate Section 1770(a)(9), because  
13 Defendant's conduct constitutes unfair methods of competition and unfair or  
14 fraudulent acts or practices, in that Defendant advertises services with the intent not  
15 to sell the services as advertised.

16 31. Plaintiff and the Class acted reasonably when they purchased  
17 Defendant's amusement park and water park passes on the belief that Defendant's  
18 representations were true and lawful.

19 32. Plaintiff and the Class suffered injuries caused by Defendant because  
20 (a) they would not have purchased or paid for Defendant's amusement park and  
21 water park memberships absent Defendant's representations and omission of a  
22 warning that it would continue charging customers' credit cards and debit cards  
23 while all of Defendant's amusement parks and water parks nationwide are closed;  
24 (b) they would not have purchased amusement park and water park memberships on  
25 the same terms absent Defendant's representations and omissions; (c) they paid a  
26 price premium for Defendant's amusement park and water park memberships based  
27 on Defendant's misrepresentations and omissions; and (d) Defendant's amusement  
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1 park and water park memberships did not have the characteristics, benefits, or  
2 quantities as promised.

3 33. Under California Civil Code § 1780(a), Plaintiff and members of the  
4 Class seek injunctive and equitable relief for Defendant’s violations of the CLRA.  
5 Plaintiff will mail an appropriate demand letter consistent with California Civil Code  
6 § 1782(a). If Defendant fails to take corrective action within 30 days of receipt of  
7 the demand letter, Plaintiff will amend her complaint to include a request for  
8 damages as permitted by Civil Code § 1782(d).

9 34. Wherefore, Plaintiff seeks injunctive and equitable relief for these  
10 violations of the CLRA.

11 **SECOND CAUSE OF ACTION**

12 **Violation of California’s Unfair Competition Law**

13 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

14 35. Plaintiff hereby incorporates by reference the allegations contained in  
15 all preceding paragraphs of this complaint.

16 36. Plaintiff brings this claim individually and on behalf of the members of  
17 the proposed Class against Defendant. Plaintiff also brings this claim individually  
18 and on behalf of members of the proposed California Subclass against Defendant.

19 37. Defendant is subject to California’s Unfair Competition Law, Cal. Bus.  
20 & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair  
21 competition shall mean and include unlawful, unfair or fraudulent business practices  
22 and unfair, deceptive, untrue or misleading advertising ....”

23 38. Defendant’s advertising that its amusement parks and water parks  
24 would be available to its customers, and that its customers would have access to its  
25 amusement parks and water parks upon paying a membership fee is false and  
26 misleading to a reasonable consumer, including Plaintiff, because Defendant in fact  
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1 closed all of its amusement parks and water parks while continuing to charge its  
2 customers the full price of amusement park and water park memberships.

3 39. Defendant’s business practices, described herein, violated the  
4 “unlawful” prong of the UCL by violating the CLRA, the FAL, and other applicable  
5 law as described herein.

6 40. Defendant’s business practices, described herein, violated the “unfair”  
7 prong of the UCL in that its conduct is substantially injurious to consumers, offends  
8 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity  
9 of the conduct outweighs any alleged benefits. Defendant’s advertising and its  
10 charging of membership fees while its amusement parks and water parks are closed  
11 is of no benefit to consumers.

12 41. Defendant violated the fraudulent prong of the UCL by misleading  
13 Plaintiff and the Class to believe that they would only be charged fees when they  
14 would have access to Defendant’s amusement parks and water parks.

15 42. Plaintiff and the Class acted reasonably when they signed up for  
16 memberships based on the belief that they would only be charged fees when  
17 Defendant’s amusement parks and water parks were open and accessible.

18 43. Plaintiff and the Class lost money or property as a result of Defendant’s  
19 UCL violations because (a) they would not have purchased or paid for Defendant’s  
20 amusement park and water park memberships absent Defendant’s representations  
21 and omission of a warning that it would continue charging customers’ credit cards  
22 and debit cards while all amusement parks and water parks nationwide are closed;  
23 (b) they would not have purchased amusement park and water park memberships on  
24 the same terms absent Defendant’s representations and omissions; (c) they paid a  
25 price premium for Defendant’s amusement park and water park membership based  
26 on Defendant’s misrepresentations and omissions; and (d) Defendant’s amusement  
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1 park and water park memberships did not have the characteristics, benefits, or  
2 quantities as promised.

3 **THIRD CAUSE OF ACTION**

4 **Violation of California’s False Advertising Law**

5 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

6 44. Plaintiff hereby incorporates by reference the allegations contained in  
7 all preceding paragraphs of this complaint.

8 45. Plaintiff brings this claim individually and on behalf of the members of  
9 the proposed Class against Defendant. Plaintiff also brings this claim individually  
10 and on behalf of the members of the proposed California Subclass against  
11 Defendant.

12 46. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500,  
13 *et seq.*, makes it “unlawful for any person to make or disseminate or cause to be  
14 made or disseminated before the public in this state, ... in any advertising device ...  
15 or in any other manner or means whatever, including over the Internet, any  
16 statement, concerning ... personal property or services, professional or otherwise, or  
17 performance or disposition thereof, which is untrue or misleading and which is  
18 known, or which by the exercise of reasonable care should be known, to be untrue  
19 or misleading.”

20 47. Defendant engaged in a scheme of charging customers full monthly  
21 membership fees while its amusement parks and water parks were closed.  
22 Defendant’s advertising and marketing of its amusement parks and water parks as  
23 being accessible during the membership fee period misrepresented and/or omitted  
24 the true content and nature of Defendant’s services. Defendant knew that these  
25 statements were unauthorized, inaccurate, and misleading.

26 48. Defendant’s advertising that its amusement parks and water parks  
27 would be available to its customers during the membership period, and that its  
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1 customers would have access to its amusement parks and water parks upon paying  
2 a membership fee is false and misleading to a reasonable consumer, including  
3 Plaintiff, because Defendant in fact closed all of its amusement parks and water  
4 parks while continuing to charge its customers the full price of amusement park and  
5 water park membership.

6 49. Defendant violated § 17500, et seq. by misleading Plaintiff and the  
7 Class to believe that they would be charged fees only when they have access to  
8 Defendant's amusement parks and water parks.

9 50. Defendant knew or should have known, through the exercise of  
10 reasonable care that its advertising of its amusement parks and water parks as being  
11 accessible during the membership period is false and misleading. Further, Defendant  
12 knew or should have known that it was breaching its contracts with its customers  
13 and fraudulently charging fees when it continued charging fees while all of its  
14 amusement parks and water parks were closed.

15 51. Plaintiff and the Class lost money or property as a result of Defendant's  
16 FAL violation because (a) they would not have purchased or paid for Defendant's  
17 amusement park and water park memberships absent Defendant's representations  
18 and omission of a warning that it would continue charging customers' credit cards  
19 and debit cards while all amusement parks and water parks nationwide are closed;  
20 (b) they would not have purchased amusement park and water park memberships on  
21 the same terms absent Defendant's representations and omissions; (c) they paid a  
22 price premium for Defendant's amusement park and water park membership based  
23 on Defendant's misrepresentations and omissions; and (d) Defendant's amusement  
24 park and water park memberships did not have the characteristics, benefits, or  
25 quantities as promised.





1 and the Class. However, Defendant has retained all of the membership fees while its  
2 amusement parks and water parks remain closed.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
5 situated, seeks judgment against Defendant, as follows:

- 6 a) For an order certifying the Class under Rule 23 of the Federal Rules of Civil  
7 Procedure and naming Plaintiff as representative of the Class and Plaintiff's  
8 attorneys as Class Counsel to represent the Class members;
- 9 b) For an order certifying the California Subclass under Rule 23 of the Federal  
10 Rules of Civil Procedure and naming Plaintiff as representative of the  
11 California Subclass and Plaintiff's attorneys as Class Counsel to represent  
12 the California Subclass members;
- 13 c) For an order declaring that Defendant's conduct violates the statutes and  
14 laws referenced herein;
- 15 d) For an order finding in favor of Plaintiff, the Class, and the California  
16 Subclass, on all counts asserted herein;
- 17 e) For compensatory and punitive damages in amounts to be determined by the  
18 Court and/or jury;
- 19 f) For prejudgment and postjudgment interest on all amounts awarded;
- 20 g) For an order of restitution and all other forms of equitable monetary relief;
- 21 h) For injunctive relief as pleaded or as the Court may deem proper; and
- 22 i) For an order awarding Plaintiff and the Class their reasonable attorneys' fees  
23 and expenses and costs of suit.

24 **DEMAND FOR TRIAL BY JURY**

25 Plaintiff demands a trial by jury of all issues so triable.  
26  
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1 Dated: May 8, 2020

/s/ Ronald A. Marron

2 By: Ronald A. Marron

3 **LAW OFFICES OF RONALD A.**

4 **MARRON, APLC**

5 RONALD A. MARRON

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10 Telephone: (619) 696-9006

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12 ***Attorneys for Plaintiff and the Proposed***  
13 ***Class***



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

20CV0870 H BGS

I. (a) PLAINTIFFS

LISA KOUBALL, on behalf of herself, and all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego County, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Offices of Ronald A. Marron, APLC 651 Arroyo Drive, San Diego, California 92103 (619) 696-9006

DEFENDANTS

SEAWORLD PARKS & ENTERTAINMENT, INC.

County of Residence of First Listed Defendant Orange County, FL (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A)
Brief description of cause: Violations of Consumer Protection Laws

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/08/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Ronald A. Marron

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE