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CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This class action settlement agreement is made by and between Plaintiff Sargis Isayan ("Plaintiff") and Defendants Cedar Fair, L.P., Cedar Fair Management, Inc., and Six Flags Entertainment Corporation ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1 "Action" means the Plaintiff's lawsuit against Defendants captioned *Isayan v. Cedar Fair, L.P.*, Case No. 24STCV16212 (L.A. Super. Ct.) initiated on June 28, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means Angeion Group, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Agreement" means this class action settlement agreement, including the exhibits to this agreement and any later executed amendments.

1.5 "Cash Benefit(s)" means a monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who affirmatively elected to receive a Cash Benefit through submission of a valid Claim Form.

1.6 "Cash Benefit Fund" means the cash fund in an amount equal to the total Cash Benefits that will be awarded to Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

1.7 "Claim(s)" or "Claim Form(s)" means the claim form submitted by a Settlement Class Member, in substantially the same form as **Exhibit B**, which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to timely submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Credit Benefit.

1.8 "Claim Period" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Response Deadline.

1.9 "Class" means all California citizens who, during the period of June 28, 2020, to July 1, 2024, inclusive, purchased non-season tickets to Knott's Berry Farm and/or Knott's Soak City at www.knotts.com or to California's Great America at www.cagreatamerica.com, and were charged a processing fee. Excluded from the Class are Defendants and their parent companies, subsidiaries, and affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded from the Class is any judicial officer who presides over this action.

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1.10 "Class Counsel" means Warren Terzian LLP.

1.11 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts awarded by the Court to Class Counsel for reasonable attorneys' fees and reimbursement of expenses, respectively, incurred to prosecute the Action.

1.12 "Class Data" means Class Member identifying information in Defendants' possession, including (1) the Class Member's name, (2) the billing address associated with each Class Member's most recent purchase, (3) the email address associated with the Class Member's most recent purchase, and (4) any additional identifying information requested by the Administrator to the extent it is reasonably available in Defendants' records.

1.13 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.14 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be provided to Class Members in English with a Spanish translation, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.15 "Class Period" means the period from June 28, 2020, through July 1, 2024.

1.16 "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.17 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.18 "Court" means the Superior Court of California, County of Los Angeles.

1.19 "Credit Benefit(s)" means the credit issued to each Participating Class Member who does not timely submit a valid Cash Benefit Claim. The terms and conditions applicable to the Credit Benefit are set forth in Section 3.1.

1.20 "Credit Benefit Fund" means the fund of Credit Benefits in an amount equal to the total Credit Benefits that will be awarded to Settlement Class Members who did not elect to receive a Cash Benefit and who did not opt out.

1.21 "Defendants" means named Defendants Cedar Fair, L.P., Cedar Fair Management, Inc., and Six Flags Entertainment Corporation.

1.22 "Defense Counsel" means Vorys, Sater, Seymour and Pease LLP.

1.23 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur, and no further appeals are possible.

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1.24 "Final Approval" means the Court's order granting final approval of the Settlement.

1.25 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.26 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.27 "Individual Class Payment" means the Cash Benefit or Credit Benefit.

1.28 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "Notice Date" means the date that Administrator sends the email notice to the Settlement Class Members as provided for in Section 7.2 of this Agreement.

1.31 "Operative Complaint" means the second amended class action complaint filed on April 23, 2026. If the Operative Complaint is later amended by a stipulation approved by the Court, that future amended complaint will become the Operative Complaint.

1.32 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.33 "Plaintiff" means Sargis Isayan, the named plaintiff in the Action.

1.34 "Preliminary Approval" means the Court's Order granting Preliminary Approval of the Settlement.

1.35 "Released Parties" means Defendants and all their present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such.

1.36 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member or his/her/their representative.

1.37 "Response Deadline" means **60 days** after the Administrator emails Class Notice to Class Members, and shall be the last date on which Class Members may: (a) submit online or mail his, her, or their Claim Form; (b) submit online or mail Requests for Exclusion from the Settlement; or (c) submit online or mail his, her, or their Objection to the Settlement. Class Members who receive Class Notice via a Second Email Attempt shall have **60 days** after receiving the Second Email Attempt.

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1.38 "Second Email Attempt" means the definition in paragraph 7.2.3.

1.39 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.40 "Settlement Class Member" or "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.41 "Settlement Website" means the website to be established by the Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement.

2. RECITALS

2.1. On June 28, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendants for charging a processing fee for purchasing non-season tickets to (1) Knott's Berry Farm and/or Knott's Soak City through www.knotts.com and (2) California's Great America through www.cagreatamerica.com. Plaintiff later filed the Operative Complaint in the Action.

2.2. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.3. On July 15, 2025, the parties participated in an all-day mediation presided over by the Honorable John Leo Wagner, Retired, of Judicate West. The parties did not resolve the matter at this mediation.

2.4. Following mediation, Plaintiff conducted substantial discovery. Plaintiff propounded, conferred on, and obtained answers to 41 special interrogatories, 25 requests for admission, 22 requests for production, and form interrogatories. Defendants produced over 2,900 pages of responsive documents.

2.5. In September 2025, Plaintiff served notices of PMK depositions to Defendants on nine issues relevant to class certification.

2.6. Before taking those depositions, the parties agreed to hold a second mediation on November 20, 2025, before Judge Wagner. That mediation led to this Agreement to settle this Action.

2.7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129–130 (2008) ("*Dunk/Kullar*").

2.8. The Court has not granted class certification, as no motion for class certification has yet been filed.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS

Subject to the terms and conditions discussed below, Defendants agree to provide for the following awards and payments as approved by the Court. As described below, these are the maximum and only payments required by Defendants pursuant to this Agreement and no further amounts shall be owed.

3.1 Relief to the Settlement Class

3.1.1. Benefits to Settlement Class Members. Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of $8. Each Settlement Class Member who does not submit a valid Claim Form will receive a credit voucher (Credit Benefit) in the amount of $8. Defendants estimate, based on their sales records, that there are approximately 1,405,235 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash Benefits and Credit Benefits that will be distributed to Class Members under this Settlement is approximately $11,241,880.

3.1.2. Funding of Cash Benefit Fund and Credit Benefit Fund. Within **30 days** after the Effective Date, Defendants shall (1) pay to the Administrator an amount equal to the Cash Benefit Fund and (2) transfer to the Administrator Credit Benefits in the amount equal to the Credit Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement.

3.1.3. Cash Benefit Election and Delivery. If a Settlement Class Member submits a timely, valid Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. Settlement Class Members who elect to receive a Cash Benefit will each receive $8. The Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment (or via check if requested by the Class Member), within **45 days** after the Effective Date.

3.1.4. Uncashed Cash Benefits. To the extent Cash Benefits are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, and shall state, in words or in substance, that the check must be cashed within 180 days, after which time it will become void. If the check is not cashed within the 180 days of issuance, the Settlement Class Member will have failed to meet a condition precedent to recovery of a Cash Benefit, the Settlement Class Member's right to receive a Cash Benefit will be extinguished, and Defendants will have no obligation to make any Cash Benefit payment to the Settlement Class Member and instead the Class Member shall receive a Credit Benefit within **28 days** after expiration of the check, in accordance with the procedures elsewhere in this Agreement. The funds on any voided checks shall remain in the Cash Benefit Fund, will not be considered "unclaimed" or "uncollected" for any purpose and shall be used to cover costs of administration or returned to Defendants.

3.1.5. Credit Benefit Election, Delivery, and Reminder. Defendants will provide an $8 Credit Benefit to each Participating Class Member who does not submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Participating Class Member to fill out a claim form or take any other affirmative action. The Administrator will deliver Credit Benefits to Participating Class Members by electronic delivery, to be further agreed upon to the extent necessary by the Parties

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based on cost and ease of administration within **45 days** after the Effective Date. The Administrator will send notice of the Credit Benefits to the most recent email address a Participating Class Member used to make purchases from Defendants (or such updated email address as the Participating Class Member provides to the Administrator). Twelve months after delivery of the Credit Benefit, a reminder email will be sent to each Participating Class Member who received the Credit Benefit.

3.1.6. Use of Credit Benefits. Credit Benefits can be used toward any future, paid purchase on www.sixflags.com for use at any of Defendants' parks within the forty eight continental United States.[1] Credit Benefits are one-time use (i.e., can only be applied a single time, to a single order), can be combined with any other discount or offer, and are freely transferable. Credit Benefits can be used at any time, with no blackout dates, and expire 36 months from the date of issuance.

3.1.7. Tax Allocation of Individual Class Payments. The Individual Class Payment is not taxable income. Therefore, a 1099 shall not be issued to any Settlement Class Member for the Individual Class Payment.

3.1.8. Effect of Non-Participating Class Members on Calculation of Individual Class Payment, Class Representative Service Payment, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. Non-Participating Class Members will not receive any Individual Class Payment.

3.2 Class Representative Service Payment

3.2.1. Plaintiff and/or Class Counsel may seek from the Court a Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than **16 court days** prior to the Final Approval Hearing. A Court award of less than the amount requested by Plaintiff and/or Class Counsel shall have no impact on the enforceability of the Settlement Agreement, shall not constitute a material change of this Agreement, and shall not give rise to any appeal, objections, or any other claim by Plaintiff and/or Class Counsel.

3.2.2. Within **30 days** after the Effective Date, Defendants shall pay to the Administrator an amount equal to the Class Representative Service Payment approved by the Court. The Administrator shall then pay this amount to the Class Representative via wire transfer or check (as instructed by Class Counsel) within **45 days** after the Effective Date. The Administrator will issue a 1099 to the Class Representative for the amount paid.

3.2.3. The Class Representative assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.4. The Class Representative will provide Defendants with his completed W-9, as well as wiring instructions, prior to the payment. The Class Representative will aim to do this no later than **7 days** before the Final Approval Hearing.

[1] To the extent Defendants later decide to continue their operation of any of Defendants' theme parks under a website domain other than www.sixflags.com, the Credit Benefit shall apply to purchases on the new domain as well (e.g., www.knotts.com instead of www.sixflags.com/knotts).

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3.3 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

3.3.1. Plaintiff and/or Class Counsel may seek from the Court a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment of collectively no more than $1,962,329.00. Defendants will not oppose requests for these payments provided that they do not collectively exceed this amount. A Court award of less than the amount requested by Plaintiff and/or Class Counsel shall have no impact on the enforceability of the Settlement Agreement, shall not constitute a material change of this Agreement, and shall not give rise to any appeal, objections, or any other claim by Plaintiff and/or Class Counsel.

3.3.2. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than **16 court days** prior to the Final Approval Hearing.

3.3.3. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

3.3.4. Within **30 days** after the Effective Date, Defendants shall pay to the Administrator an amount equal to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment awarded by the Court. The Administrator shall then pay this amount via wire transfer to Class Counsel within **45 days** after the Effective Date. The Administrator will issue a 1099 to Class Counsel for the amount paid.

3.3.5. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.3.6. Class Counsel will provide Defendants with its completed W-9, as well as wiring instructions, prior to the payment. Class Counsel will aim to do this no later than **7 days** before the Final Approval Hearing.

3.4 Administration Expenses Payment

Defendants shall pay reasonable administration expenses to the Administrator as approved by the Court and as agreed upon by the Administrator and the parties. The Administration Expenses Payment will not exceed $89,500.00, which is based on not-to-exceed bids received by Class Counsel and Defense Counsel. In the event that it becomes reasonably necessary to incur additional administration expenses, those additional expenses above and beyond the not-to-exceed bid shall be borne by Defendants, provided the Administrator's duties remain consistent with those set forth in this Agreement.

4. CLASS DATA

Not later than **15 days** after Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a CSV file or Microsoft Excel spreadsheet(s). To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated

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Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5. RELEASE OF CLAIMS

5.1 Plaintiff's Release

Upon the Effective Date, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from any and all claims, transactions, or occurrences, of any kind whether sounding in tort, contract, common law or statute/ordinance, including but not limited to all claims that were, or reasonably could have been, alleged in the Operative Complaint ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding any different or additional facts or law.

5.2 Plaintiff's Waiver of Rights Under Civil Code Section 1542

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> 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.

5.3 Release by Participating Class Members

Upon Defendants' fully funding the Cash Benefit Fund, the Credit Benefit Fund, and making the other payments as ordered by the Court, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiff and the Participating Class Members shall fully release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiff or Participating Class Members ever had, now have, or may have against the Released Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Released Parties' representations, advertising, marketing and/or sales during the Class Period, which were alleged in the Operative Complaint or which could have been reasonably alleged in the Operative Complaint based on the facts and claims alleged in the Operative Complaint.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

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6.1. California Citizen Status. The Operative Complaint defines the Class as:

> All California citizens who, during the period of June 28, 2020, to July 1, 2024, inclusive, (the "Class Period"), purchased non-season tickets to Knott's Berry Farm and/or Knott's Soak City at www.knotts.com or California's Great America at www.cagreatamerica.com, and were charged a processing fee (the "Class"). Excluded from the Class are Defendants and their parent companies, subsidiaries, and affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded from the Class is any judicial officer who presides over this action.

The Parties agree that "California citizens" shall mean all persons who entered a California zip code for the billing address in connection with the online ticket purchase.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed order granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than **30 days** after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator

The Parties have jointly selected Angeion Group, LLC to serve as the Administrator and verified that, as a condition of appointment, Angeion Group, LLC agrees to be bound by this Agreement and to perform all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Notice to Class Members

7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members.

7.2.2. Email Notice. Using best efforts to perform as soon as possible, and in no event later than **36 days** after Preliminary Approval, the Administrator shall provide Class Notice by email. The Administrator shall send an email substantially in the same form as Exhibit A to the email addresses for Settlement Class Members identified by Defendants.

7.2.3. Second Email Notice. If an original email notice is returned as undeliverable within 7 days of it being sent, the Administrator will employ ECOA skip-tracings protocols to determine a proper email address for that Class Member and re-send email notice to any that are so identified ("Second Email Attempt"). The Administrator shall send the Second Email Attempt **within 14 days** after receiving notice that the first email was undeliverable. The Second Email Attempt shall prominently display that it is the Second Email Attempt, so that the recipient knows the applicable Response Deadline.

7.2.4. Extended Deadlines for Second Email Attempt. For all Class Members who receive a Second Email Attempt, the deadlines for Class Members' Claim Forms, written objections, and Requests for Exclusion will be **60 days** after receiving the Second Email Attempt.

7.2.5. Class Member Omitted from Class Data. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.3 Requests for Exclusion (Opt-Outs)

7.3.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by submitting online or mailing a signed written Request for Exclusion not later than **60 days** after the Administrator emails the Class Notice. (A Class Member who receives notice via a Second Email Attempt shall have until not later than **60 days** after receiving the Second Email Attempt.) A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and

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includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be submitted online or postmarked by the Response Deadline.

7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.4 Objections to Settlement

7.4.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.4.2. Participating Class Members may send written objections to the Administrator, by online or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than **60 days** after the Administrator's sending of the Class Notice. (A Participating Class Member who receives notice via a Second Email Attempt shall have until not later than **60 days** after receiving the Second Email Attempt.)

7.4.3. The written objection shall identify the Action and include (a) the Participating Class Members' name, present address, email address or telephone number, approximate date(s) of purchase, and the park(s) that you purchased tickets for or (b) the Participating Class Members' notice ID number.

7.4.4. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.5 Claims Process

7.5.1. Settlement Class Members may elect to receive a Cash Benefit by submitting a timely and valid Claim Form to the Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form which will be

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accepted upon receipt as valid by the Administrator if the claim is timely submitted (postmarked before the end of the Claim Period) and otherwise valid. Settlement Class Members who do not timely submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Benefit without the need to file a Claim or take any other affirmative step.

7.5.2. Claim Deadline. To be timely, the Settlement Class Member must submit the Claim Form by the Response Deadline. If mailed, the date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Claim Form has been timely submitted. If the postmark is illegible, the Claim Form shall be deemed untimely unless it is received by the Administrator within **3 days** after the Response Deadline.

7.5.3. Fraud Prevention. The Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendants' records. The Administrator and the Parties shall have the right to audit Claims, and the Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Benefit. The Administrator shall maintain records of all Claim Forms until 90 days after all valid Claims have been finally resolved and the Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defense Counsel at the end of the 90 day period. The Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendants request.

7.6 Administrator Duties

7.6.1. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.2. Website, Email Address, and Toll-Free Number. By the Notice Date, the Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment ("Settlement Website"). The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.6.3. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than **75 days** after the last Second Email Attempt is sent, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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7.6.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (1) Class Notices emailed, (2) Class Notices returned undelivered, (3) valid Requests for Exclusion received, (4) invalid Requests for Exclusion received, (5) objections received, (6) Class Members electing the Cash Benefit option, and (7) Class Members electing the Cash Benefit option that have been denied ("Weekly Report(s)"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.5. Administrator's Declaration. Not later than **80 days** after the last Second Email Attempt is sent, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its emailing of Class Notice, the Class Notices returned as undelivered, the re-emailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, the number electing the Cash Benefit option, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.6.6. Final Report by Administrator. Within **10 days** after the Administrator disburses all Credit Benefits and Cash Benefits, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least **15** days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATE

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 1,405,235 Class Members.

9. MOTION FOR FINAL APPROVAL

9.1. Not later than **16 court days** before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than **7 days** prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.2. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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9.4. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the amount of the Cash Benefit and the Credit Benefit remain unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as

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requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.12. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action relating to the confidentiality of information shall survive the execution of this Agreement.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing by email, deemed to have been duly given on the day sent, and addressed as follows:

To Plaintiff:
Thomas Warren
Dan Terzian
WARREN TERZIAN LLP
tom.warren@warrenterzian.com
dan.terzian@warrenterzian.com

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To Defendants: Thomas McCormick
Adam Borgman
VORYS, SATER,
SEYMOUR AND PEASE LLP
tnmccormick@vorys.com
amborgman@vorys.com

11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12. DEADLINES

For convenience, the Parties agree that this table accurately reflects the deadlines agreed to in this Agreement:

Event	Deadline	Maximum Days After Preliminary Approval
Defendant to provide class member data for preparation of the Notice.	15 days after preliminary approval (Paragraph 4)	15
Notice Date: (i) last day for claims administrator to email class notice to class members; (ii) last day to setup and make settlement website available to public; and (ii) last day to set up and make available toll-free telephone number.	36 days after preliminary approval (Paragraph 7.2.2)	36
Response Deadline: last day for class members who received	60 days after notice date	96

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original notice to (i) submit opt-outs, (ii) submit objections, or (iii) request cash.	(Paragraphs 1.37, 7.3.1, 7.4.2, 7.5.2)	
Response Deadline: last day for class members who received Second Email Attempt to (i) submit opt-outs, (ii) submit objections, or (iii) request cash.	60 days after receiving the second email attempt (which is sent within 14 days after the original notice email was returned as undeliverable) (Paragraphs 1.37, 7.2.3, 7.2.4, 7.3.1, 7.4.2, 7.5.2)	Approximately 117
Administrator to provide exclusion list	75 days after the last Second Email Attempt is sent (Paragraph 7.6.3)	Approximately 132
Administrator to provide declaration of (i) emailing of class notice and (ii) number electing the cash benefit	80 days after the last Second Email Attempt is sent (Paragraph 7.6.5)	Approximately 137
Motion for final approval	16 court days before final approval hearing	
Motion for legal fees, expenses, and service award	16 court days before final approval hearing	
Responses to objections	5 court days before final approval hearing	
Final approval hearing	165–180 days after preliminary approval	165–180

[signatures next page]

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Dated: 24/07/2026

Sargis Isayan

Sargis Isayan

Dated: 7/30/2026

CEDAR FAIR, L.P.

Signed by:
Chris Bennett
7F7E964CA33E437...

By: Chris Bennett; Chief Legal and Compliance Officer and Secretary of Six Flags Entertainment Corporation, as successor by merger to Cedar Fair, L.P.

Dated: 7/30/2026

CEDAR FAIR MANAGEMENT, INC.

Signed by:
Chris Bennett
7F7E964CA33E437...

By: Chris Bennett; Chief Legal and Compliance Officer and Secretary of Six Flags Entertainment Corporation, as successor by merger to Cedar Fair, L.P.

Dated: 7/30/2026

SIX FLAGS ENTERTAINMENT CORPORATION

Signed by:
Chris Bennett
7F7E964CA33E437...

By: Chris Bennett; Chief Legal and Compliance Officer and Secretary of Six Flags Entertainment Corporation

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APPROVED AS TO FORM ONLY:

Dated: July 23, 2026

WARREN TERZIAN LLP

Thomas Warren
Counsel for Plaintiff

Dated: July 30, 2026

VORYS, SATER,
SEYMOUR AND PEASE LLP

Thomas McCormick
Counsel for Defendants