

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you purchased a one-year pass to a SeaWorld theme park through SeaWorld’s “EZpay” program, you could get a payment or credit from a class action settlement.

A Settlement has been preliminarily approved in a class action lawsuit pending in the Middle District of Florida captioned *Herman v. SeaWorld, Inc.*, Case No. 8:14-cv-03028-MSS-JSS (the “Action”). Pursuant to the Settlement, each Settlement Class Member¹ has the opportunity to receive a one-time payment or credit for each annual pass purchased through the EZpay program during the Applicable Statute of Limitations Period that was automatically renewed during the Settlement Class.

- This Settlement resolves a lawsuit over whether SeaWorld breached the “EZpay” contracts with certain one-year “EZpay” passholders by automatically renewing the passes.
- The Settlement will provide an \$11,500,000 fund to settle the claims of customers from California, Florida, Texas, and Virginia who are members of the class and the EFTA (Electronic Funds Transfer Act) Subclass.
- A \$500,000 fund (the “EFTA Settlement Amount”) will be set aside for all Class Members who made an EZpay pass payment using a debit card after December 13, 2013 (“EFTA Subclass members”). This amount will be divided equally among all EFTA Subclass Members (estimated to be about 38,000 people), which will result in an additional payment of approximately \$13 for EFTA Subclass members.
- Settlement Class Counsel will request that the Court award up to \$2,875,000 for an award of attorneys’ fees, \$36,048.77 in litigation costs and expenses, and service awards of up to \$10,000 for each of the three Representative Plaintiffs. The EFTA Settlement Amount, the attorneys’ fees and costs awarded by the Court, and the amount of service awards to the Representative Plaintiffs awarded by the Court will be deducted from the \$11,500,000 Settlement Amount, and the remaining amount (the “Net Settlement Amount”) will be divided *pro rata* among Class Members based on the number of passes each Class Member purchased during the relevant time period. It is estimated that each Class Member who does not opt out will receive a payment of \$31.75 multiplied by the number of passes the Class Member purchased during the applicable time period.
- As detailed below, Class Members can indicate on the enclosed Option Form if they want to have the option of keeping their passes active or cancelling their passes. They also have the option of receiving a check for the Per Pass Payment or receiving a credit. **Important: if you do not return the Option Form, your payment will automatically be mailed to you and any passes that are active as of the date of this Notice will remain active and will be automatically renewed on a month-to-month basis until you contact SeaWorld to cancel them.**
- Your rights are affected whether you act or not. Read this Notice carefully.

¹ All capitalized terms used in this Notice are defined in the Settlement Agreement and Release (“Settlement Agreement”), dated June 29, 2018 available at www.EZpayBillingSettlement.com. For convenience, certain capitalized terms are also defined in this Notice. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Settlement Agreement, the definition in the Settlement Agreement controls.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
OPT OUT	If you opt out of the Settlement, you will not receive any payment under the Settlement. Opting out is the only option that allows you to ever bring or maintain your own lawsuit or claim against SeaWorld regarding the automatic renewal of your SeaWorld Pass or Passes, or participate as a Class Member in a different class action against SeaWorld in a lawsuit regarding the automatic renewal of your SeaWorld Pass or Passes, including lawsuits or claims arising under federal law.	Deadline: March 19, 2019
OBJECT	You may write to the parties' attorneys about why you object to the Settlement and think it should not be approved. Submitting an objection does not opt you out of the Settlement, so if you do not opt out and if the Settlement receives final approval from the Court, you will still receive a payment from SeaWorld, and you will still release any claims that are or could be asserted by you or on your behalf against SeaWorld regarding automatic renewal of your SeaWorld Pass or Passes.	Deadline: March 19, 2019
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the request for a service award for the Named Plaintiffs who brought the Action.</p> <p>You (either you personally or through a lawyer that you hire) may, but are not required to, speak at the Fairness Hearing about any Objection you submitted regarding the Settlement. If you intend to speak at the Fairness Hearing, you must indicate your intent to do so in your Objection.</p>	Hearing Date: April 18, 2019
RETURN OPTION FORM	You are receiving an Option Form that allows you to choose how you would like to participate in the Settlement. The Option Form allows you to choose among the following options: (1) receive a check for the Per Pass Payment multiplied by the number of eligible passes and cancel your existing SeaWorld Passes; (2) receive a credit worth at least the amount of the Per Pass Payment multiplied by the number of Passes purchased and have your Pass(es) remain active and subject to monthly automatic renewal charged to your payment card until you contact SeaWorld to cancel the Pass(es); (3) receive a check for the Per Pass Payment multiplied by the number of passes purchased and Pass(es) will remain active and subject to monthly renewal until you contact SeaWorld to cancel the Pass(es).	Deadline: March 19, 2019
DO NOTHING	<p>You will give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case, including lawsuits regarding the automatic renewal of your Pass or Passes.</p> <p>Also, if you do nothing you will receive a check in the amount of the Per Pass Payment multiplied by the number of passes purchased, and the Pass(es) that is/are in effect as of the Notice Deadline will remain active and subject to monthly renewal until the pass holder contacts SeaWorld to cancel the Pass(es).</p>	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of the Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

1. *What is this lawsuit about?*

SeaWorld is a theme park and entertainment company that owns and operates theme parks in California, Florida, Texas and Virginia including SeaWorld, Discovery Cove, Aquatica, Busch Gardens, Adventure Island, and Water Country USA. SeaWorld sells one-year passes to its theme parks through “EZpay,” a payment program that allows customers to make monthly payments rather than a single, lump sum payment at the time of purchase. SeaWorld automatically renews passes purchased using the EZpay program renew after the initial one-year commitment period unless and until the customers terminate the passes.

On December 3, 2014, Plaintiff Jason Herman filed a complaint against SeaWorld in the United States District Court for the Middle District of Florida, Tampa Division, individually and on behalf of a putative class based on claims that SeaWorld breached the EZpay contract and violated the Electronic Funds Transfer Act, 15 U.S.C. § 1693 et. seq. (“EFTA”) in connection with the automatic renewal of certain annual Passes (as defined below) to Defendant’s parks through SeaWorld’s EZpay program.

The issuance of this Notice is NOT an expression of the Court’s opinion on the merits or the lack of merits of any of the Plaintiff’s claims in the Action. This Notice also is NOT indicative that SeaWorld engaged in ANY wrongdoing and SeaWorld denies the allegations in full.

For information about how to learn what has happened in the Action to date, please see Section 20 below.

2. *Why is this a class action?*

In a class action lawsuit, one or more people called a “Representative Plaintiff” (in this Action, the Representative Plaintiffs are Jason Herman, Joey Kratt, and Christina Lancaster) sue on behalf of other people who may potentially have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly opt out of the Settlement Class, as explained in Section 14 below. The company that was sued in this case, SeaWorld, is called the “Defendant.”

3. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against SeaWorld on behalf of themselves and the Settlement Class, which is composed of people who are similarly situated. **SeaWorld denies that it has done anything wrong or violated any statute and admits no liability.** Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: “All natural persons who purchased a one-year pass through SeaWorld’s “EZpay” program to one of SeaWorld’s theme parks located in the states of Florida, Texas, Virginia, or California; who were residents of the state where the park is located at the time of purchase; who purchased the pass within the Applicable Statute of Limitations Period for the respective states; who paid for their one-year pass in less than 12 months; and who were charged any additional monthly payments for renewal of the pass after the one-year pass was paid in full. Excluded from the Settlement Class are (a) all persons who received full refunds from SeaWorld after being charged any monthly payments for renewal of the pass after the one-year pass was paid in full; (b) all persons who used their pass after the initial one-year term; (c) managers, directors, and employees of SeaWorld and members of their immediate families; (d) all agents of SeaWorld; (e) legal counsel for Plaintiffs or SeaWorld and members of their immediate families; (f) all judges assigned to hear any aspect of this litigation as well as their immediate family members; and (g) any Class Members in the matter of *Gargir v. SeaWorld Parks & Entertainment, Inc.*, No 37-2015-00008175-CU-MC-CTL, in the California Superior Court, San Diego County (the Gargir Action) who have released and discharged SeaWorld of any claims they may have in this case as a result of a class action settlement approved in the Gargir Action.”

5. *I’m still not sure if I am included.*

You have been identified in SeaWorld’s records as being a Settlement Class Member. If you are still not sure whether you are included, you can call the Settlement Administrator at (866) 457-9990 for more information, or review all the Settlement documents found on the Settlement Website. The Settlement Administrator website is: www.EZpayBillingSettlement.com.

6. *What relief does the Settlement provide to the Class Members?*

Pursuant to the Settlement, SeaWorld will pay a Settlement Amount in the total amount of \$11,500,000. The Settlement Administrator will pay any service award to the Representative Plaintiffs, and any fee and expense award to Settlement Class Counsel approved by the Court from the Settlement Amount, and \$500,000 to the EFTA Subclass. The remaining

amount, the Net Settlement Amount, will be divided among Settlement Class Members *pro rata* based on the estimated number of passes each Class Member purchased during the Applicable Statute of Limitations. The total number of Passes purchased by Settlement Class Members has not been fixed, but as of February 2, 2018, there were estimated to be approximately 131,652 customers in the Settlement Class.

Settlement Class Counsel may request up to \$2,875,000 for attorneys' fees, up to \$36,048.77 for litigation costs and expenses, and up to \$10,000 each for a service award to the Representative Plaintiffs. Thus, the Net Settlement Amount available to the Class should be approximately \$8,058,000. A Per Pass Payment will be determined by dividing the Net Settlement Amount by the estimated number of passes Settlement Class Members purchased during the Settlement Time Period. If the Settlement Agreement is approved by the Court, each Class Member will be mailed a check or issued a credit in the amount of the Per Pass Payment, multiplied by the number of passes that each Class Member purchased during the Applicable Statute of Limitations Period. If the Class Member chooses to receive a credit, the credit will be applied to future monthly costs to renew the Class Member's existing Pass(es). It is estimated that the Per Pass Payment amount will be at least \$31.75. Thus, each Settlement Class Member who does not exclude himself or herself from the Settlement should receive a payment of at least \$31.75 for each Pass included in the Settlement, if the Settlement is approved by the Court.

The Settlement Administrator will issue payments as a check mailed to your home address. Settlement Class Members will have ninety (90) days from when the checks are mailed within which to cash the check.

7. *What happens to my existing active passes?*

An Option Form is enclosed that allows you to decide if you want your existing passes to remain active so that you can continue to use them at SeaWorld's parks. If you choose to keep your passes active, you will be given the option of receiving a credit or a check, and your passes will remain active until you contact SeaWorld to terminate them.

8. *How can I get a payment?*

If the Court approves the Settlement, you do not need to do anything to receive your payment. If you fail to return the Option Form, you will receive a check in the amount of the Per Pass Payment multiplied by the number of eligible passes, and your passes that are in effect as of the Notice Deadline will remain active and subject to monthly renewal until you contact SeaWorld to cancel the pass. If you would instead like to receive a payment and cancel passes that are currently in effect, or if you would like to receive a credit worth at least the amount of your Per Pass Payment multiplied by the number of eligible passes and keep your passes that are currently in effect active and subject to monthly renewal, return the Option Form by March 19, 2019.

9. *When will I get the Payment?*

The Court will hold a Fairness Hearing on April 18, 2019, to decide whether to give final approval of the Settlement. Even if the Court gives final approval of the Settlement, there may be appeals. It is always uncertain when any appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement Website at www.EZpayBillingSettlement.com. The Settlement will become final when the Court has given final approval and all appeals have been resolved, or the time to file appeals has passed (the "Final Settlement Date"). Within forty (40) days after the Final Settlement Date, the Settlement Administrator will mail you a check. ***Please be patient.***

10. *Do I have a lawyer in this case?*

The Court has ordered that F & H Law Group, P.A. and Kynes, Markman & Felman, P.A. ("Settlement Class Counsel") will represent the interests of all Settlement Class Members. You will not be charged any out-of-pocket costs or fees for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Settlement Class Counsel will request up to \$2,875,000 total for their attorneys' fees, or 25 percent of the total amount to be paid by SeaWorld under this Settlement, and reimbursement up to \$36,048.77 for the litigation costs and expenses that Settlement Class Counsel incurred in this case. The Court will make the final decision as to the amounts to be paid to Settlement Class Counsel. The amount that the Court awards will be paid out of the Settlement Amount, defined below.

12. *Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?*

The Representative Plaintiffs will request a service award of up to \$10,000 for their services as class representatives and efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiffs.

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the Settlement, unless you opt out of the Settlement as described in Section 14, you will be releasing your claims against SeaWorld that are alleged or could have been alleged in the Action or in any other action regarding the automatic renewal of your SeaWorld Passes. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against SeaWorld regarding the allegations in the Action.

The Settlement Agreement, available on the Internet at the website www.EZpayBillingSettlement.com, contains the full terms of the release.

14. How do I opt out of the Settlement?

You may opt out of the Class and the Settlement. If you want to opt out, you must send a letter or postcard stating: (a) the name and case number of the Action, “*Herman v. SeaWorld Parks and Entertainment, Inc.*, Case No. 8:14-cv-03028-MSS-JSS”; (b) your full name, address, email address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than March 19, 2019 to the Settlement Administrator at:

Herman v. SeaWorld, Inc. Settlement Administrator
PO Box 404100
Louisville, KY 40233-4100

If you timely opt out of the Class, you will be excluded from the Settlement Class, you will not receive a payment, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against SeaWorld based on the conduct complained of in the Action. If you opt out of the Settlement, you may not object to the Settlement.

15. How do I tell the Court that I object to the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Settlement Class Counsel’s request for an award of attorneys’ fees and costs, and service awards to the Representative Plaintiffs.

If you have not submitted a timely request to opt out and wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’ fees and costs or the service award, you must mail a written objection to the Settlement Administrator, no later than (*i.e.*, postmarked by) March 19, 2019, at:

Herman v. SeaWorld, Inc. Settlement Administrator
PO Box 404100
Louisville, KY 40233-4100

Any written objections must state: (a) the name and case number of the Action: entitled “*Herman v. SeaWorld Parks and Entertainment, Inc.*, Case No. 8:14-cv-03028-MSS-JSS”; (b) the full name, address, email address, and telephone number of the person objecting; (c) the words “Notice of Objection” or “Formal Objection”; and (d) in clear and concise terms, the legal and factual arguments supporting the objection, including an attestation, under the penalty of perjury, of facts demonstrating that the person objecting is a Class Member. You may, but need not, mail your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

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

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

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you don’t want to be part of the Settlement Class. If you opt out, you have no standing to object because the Settlement no longer affects you.

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing, called the Fairness Hearing, to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing is for the Court to determine

whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and costs to Settlement Class Counsel; and to consider the request for service awards to the Representative Plaintiffs.

18. *When and where is the Fairness Hearing?*

On April 18, 2019 at 10:00 am, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness from Settlement Class Members who timely submitted written objections and Notices of Intent to Appear. The hearing will take place before the Honorable Mary Scriven of the United States District Court for the Middle District of Florida, located at 801 North Florida Avenue, Tampa, Florida 33602.

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

19. *May I speak at the hearing?*

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement from Settlement Class Members who timely submitted written objections and Notices of Intent to Appear.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if you have timely mailed an objection, and included in your timely objection a statement that you (or your attorney) intend to appear and speak at the Fairness Hearing under the heading of "Notice of Intent to Appear."

If you have opted out of the Settlement, however, you may not speak at the Fairness Hearing.

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the motion for an award of fees and costs to Settlement Class Counsel and a service award to the Representative Plaintiffs (once filed), and the operative complaint filed in the Action, please visit the Settlement Website located at: www.EZpayBillingSettlement.com. Alternatively, you may contact the Settlement Administrator. The address of the Settlement Administrator is: *Herman v. SeaWorld, Inc.* Settlement Administrator, P.O. Box 404100, Louisville, KY 40233-4100 and the phone number is (866) 457-9990.

This description of the Action is general and does not cover all of the issues and proceedings that have occurred. You may also inspect the Court files at the Clerk of the Court, 801 North Florida Avenue, Tampa, Florida during business hours Monday through Friday. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. If you have questions about the Settlement, you may also contact Settlement Class Counsel.

21. *What if my address or other information has changed or changes after I receive this Notice?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Herman v. SeaWorld, Inc. Settlement Administrator
PO Box 404100
Louisville, KY 40233-4100

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE.**