

CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CHANCERY DIVISION

IF YOU WERE CHARGED FOR A SIX FLAGS MONTHLY MEMBERSHIP WHEN YOUR SIX FLAGS HOME PARK IN THE UNITED STATES WAS CLOSED DUE TO COVID-19, YOU COULD RECEIVE ONE OR MORE MONTHS OF FREE MEMBERSHIP, A GUEST PASS, MEMBERSHIP POINTS, A GIFT CARD FOR USE AT THE PARK, AND OTHER BENEFITS FROM A CLASS ACTION SETTLEMENT

A court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice informs you of a proposed Settlement in a class action lawsuit alleging that Defendants Six Flags Theme Parks Inc., Six Flags Entertainment Corporation, Great America LLC, d/b/a Six Flags Great America, Magic Mountain LLC, Park Management Corp d/b/a. Six Flags Discovery Kingdom and their affiliates (“Defendants” or “Six Flags”) wrongfully continued to charge or did not refund its customers’ membership fees while its parks in the United States that normally would have been open were closed due to COVID-19.
- The Settlement will provide the following benefits:
 - Class members with active or paused memberships can receive one free month of membership for each month they were charged during the Class Period, or a gift card in the amount of the monthly membership charges that can be used at any park in the United States;
 - Class members with active and paused memberships can receive upgraded membership status, and all benefits associated with such upgraded memberships;
 - Class members with active or paused memberships (once they unpauses) can receive either 1 Golden Ticket or 5,000 Membership Rewards points; and
 - Class members who cancelled their memberships can receive a complimentary admission ticket for each six months they were charged during the Class Period.
- To qualify, you must have been a Six Flags monthly membership account holder in the United States who was charged a monthly fee for a monthly membership during the period of time when your Six Flags Home Park in the United States was closed due to the pandemic but was otherwise scheduled to be open during the period from March 13, 2020 through September 10, 2021, and did not receive a refund for the full amount of those charges.
- Defendants deny any wrongdoing or unlawful conduct. The Court has not decided who is right. Both sides have agreed to settle the dispute and give benefits to Class Members.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY NOVEMBER 24, 2021	This is the only way to receive a Golden Ticket or 5,000 Membership Rewards points. By submitting a claim, you can also opt to receive a gift card that can be used at Six Flags parks in the United States as an alternative to receiving free months of membership.
EXCLUDE YOURSELF BY NOVEMBER 24, 2021	Exclude yourself by November 24, 2021 and get no benefit from the proposed Settlement. This is the only choice that allows you to participate in another lawsuit against Defendants about the claims at issue in this case for the claims covered by the Class Period.
OBJECT BY NOVEMBER 24, 2021	You can write to the Court by November 24, 2021 about why you don’t like the Settlement.

GO TO A HEARING	You can ask by November 24, 2021 to speak in Court about the fairness of the proposed Settlement.
DO NOTHING	Get no Golden Ticket or Membership Rewards points. Give up your rights to sue Defendants regarding any of the claims at issue in this case. You may still qualify for other benefits under the proposed Settlement, such as free months of membership if your account has remained active, even if you do nothing and the Settlement is approved.

- The Court in charge of this case still must decide whether to approve the proposed Settlement. Benefits will be applied and distributed if the Court approves the Settlement and after appeals are resolved.
- Please be patient. Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

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BASIC INFORMATION

1. Why was this Notice issued?

This Notice, given pursuant to an Order of the Court dated **September 10, 2021**, describes a proposed Settlement of a class action against Defendants Six Flags Theme Parks Inc., Six Flags Entertainment Corporation, Great America LLC, d/b/a Six Flags Great America, Magic Mountain LLC, Park Management Corp d/b/a. Six Flags Discovery Kingdom and their affiliates (“Defendants” or “Six Flags”), *Strassburger v. Six Flags Parks Inc., et al.*, Case No. 2020CH06208 (Ill. Cir. Ct. 2020). The Court in charge of this lawsuit is the Circuit Court of Cook County, Illinois County Department, Chancery Division.

The people who sued are called the “Plaintiffs,” and Six Flags Theme Parks Inc., Six Flags Entertainment Corporation, Great America LLC, d/b/a Six Flags Great America, Magic Mountain LLC, Park Management Corp d/b/a. Six Flags Discovery Kingdom are the “Defendants.”

This Notice is provided because you have the right to know about a proposed Settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to approve the proposed Settlement.

Plaintiff Strassburger’s Class Action Complaint and the Settlement Agreement, called the “Stipulation of Class Action Settlement” or “Agreement,” are available at www.membershipfeesettlement.com and provide greater detail concerning this lawsuit and the rights and duties of the Parties and Class Members.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **www.membershipfeesettlement.com**, by contacting Class Counsel (see Section 19 below), or by contacting the Settlement Administrator at **Strassburger v Six Flags, c/o Settlement Administrator, PO Box 5324, New York, NY 10150-5324**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

If you are a Class Member, your legal rights are affected whether you act or do not act, so please read this Notice carefully.

2. What is this lawsuit about?

The lawsuit claims that Six Flags wrongfully continued to charge or did not refund its customers’ monthly membership fees while its parks in the United States that normally would have been open were closed due to COVID-19.

Defendants deny that they did anything wrong or unlawful. Plaintiffs believe the alleged claims are strong. The Court has not ruled in favor of either party. Plaintiffs entered into the Settlement to avoid the delay, risks, and increased costs associated with continued litigation and believe the Settlement is in the best interests of the Class. Defendants entered into a Settlement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation and to eliminate future controversy with respect to this lawsuit. Accordingly, the Parties have agreed to a proposed Settlement, and Defendants agreed, under the terms of the Settlement, to provide you with an opportunity to submit a valid and timely Claim Form through which you may be eligible to receive benefits. Certain members of the Class will receive benefits even if they do not submit a Claim Form.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. Together, all of these people are “Class Members.” One Court resolves the issues for all Class Members in a class action, except for those who exclude themselves from the Class. Judge Sophia H. Hall presides over this action.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendants. Instead, both sides have agreed to the proposed Settlement. By agreeing to the proposed Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong, or that the Plaintiffs and the Class would or would not win their case if it were to go to trial. The Parties believe that the proposed Settlement is fair, reasonable, and adequate, and will provide substantial benefits to the Class.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the proposed Settlement?

The Class includes all persons who were Six Flags monthly membership accountholders in the United States who were charged fees for monthly memberships during the period of time when their Six Flags Home Park in the United States was closed due to the pandemic but was otherwise scheduled to be open from March 13, 2020 through September 10, 2021 (the “Class Period”) and did not receive a refund for the full amount of those charges. Individuals excluded from the Class, including employees, are listed below.

6. Are there exceptions to being included?

Specifically excluded from the Class are:

- (a) Defendants and their employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors, and assigns;
- (b) The judges to whom the Action has been or is assigned and any members of their immediate families; and
- (c) All persons who have filed a timely Request for Exclusion from the Class.
(Explained further under Questions 16-18 below.)

The proposed Settlement does not include a release of any claims relating to season pass fees, individual day passes, or for personal injury or wrongful death.

7. Which memberships are included?

This Settlement concerns charges for monthly memberships during the period of time when a Class Member’s Six Flags Home Park in the United States was closed due to the pandemic but was otherwise scheduled to be open during the period from March 13, 2020 through September 10, 2021. The monthly memberships include Regular, Gold, Gold Plus, Platinum, Diamond, and Diamond Elite. The Settlement does not relate to any season passes or individual day passes, and the proposed Settlement does not include any release (or provide any benefits) regarding such passes.

8. What if I’m still not sure if I’m included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.membershipfeesettlement.com, or call the toll free number, **833-460-2431**. You may also send questions to the Settlement Administrator at **Strassburger v Six Flags, c/o Settlement Administrator, PO Box 5324, New York, NY 10150-5324**.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

9. What does the Settlement provide if I have an active membership?

If the Settlement is approved and becomes final, the Settlement provides the following benefits:

Class Members With Active Memberships:

Free Month Option: To the extent not already provided, Defendants will provide each Class Member, for each active membership¹ during the Class Period (i.e. the membership was not and is not paused or cancelled) and continues to be in active status at the time the Class Member's Home Park reopens, 1 month of free membership for each month (rounded up to the nearest month) the Class Member's Home Park was closed due to the pandemic but was otherwise scheduled to be open during the Class Period. These free months will automatically be applied as credits, without the need for Class Members to submit claims, to Class Members' accounts such that Class Members will not be charged for 1 month worth of membership billing for each month the Class Member's Home Park was closed during the Class Period. All membership add-ons (such as parking or dining benefits) paid for by Class Members during the Class Period will also be automatically extended for the same duration and available during the free months.

Or

Gift Card Option: As an alternative to receiving free months, to the extent not already provided, a Class Member with an active membership can request and receive a gift card for use at Six Flags parks in the United States in the amount of the monthly membership charges (including taxes, but excluding miscellaneous fees) to the Class Member while his or her Home Park was closed due to the pandemic but was otherwise scheduled to be open. Class Members can elect to receive the gift card by submitting a valid Claim Form or requesting one at any open Six Flags park. The gift card will be a gift card issued by Metabank®, Member FDIC, is valid in Six Flags parks in the United States anywhere Six Flags gift cards are accepted, and for which the funds do not expire. The gift card is freely transferrable, and can be used with any and all promotions at Six Flags where Six Flags gift cards are accepted. The gift card is not redeemable for cash, except as required by law. Class Members that choose the gift card option will forego the free months already provided to such Class Member pursuant to this Section. The gift card will be available for pick up at any open Six Flags park in the United States.

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Plus

Membership Upgrades: In addition, to the extent not already provided, all Class Members who had an active membership during the Class Period (i.e. did not and do not pause or cancel their membership) and continue to have an active membership at the time the Class Member's Home Park reopens after being closed due to the pandemic will receive the following additional benefits for each such membership:

1. all Regular and Gold Memberships will automatically be upgraded to Gold Plus Memberships through the end of 2022 so long as those memberships remain in active (i.e., not paused or cancelled) status,
2. all Gold Plus Memberships automatically be upgraded to Platinum Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused or cancelled) status,
3. all Platinum Memberships will automatically be upgraded to Diamond Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused or cancelled) status,

¹ Memberships are Regular, Gold, Gold Plus, Platinum, Diamond, and Diamond Elite memberships to any Six Flags park within the United States.

4. all Diamond Memberships will automatically be upgraded to Diamond Elite Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused or cancelled) status, and
5. all Diamond Elite Memberships will automatically be upgraded to a Diamond Elite VIP Membership so long as those memberships remain in active status (i.e., not paused or cancelled).

Plus

Golden Ticket or Membership Rewards Points: Class Members with active memberships who submit a valid and timely Claim Form will also be given the opportunity to choose either 1 Golden Ticket or 5,000 Membership Rewards points:

- a. **Golden Tickets:** The Golden Ticket will not expire as long as the Class Member remains a Six Flags member and will provide free admission to a Class Member's guest for a single visit to the Class Member's Home Park on any day that the park is open. The Golden Ticket is not redeemable for cash and cannot be resold.

or

- b. **Membership Rewards Points:** 5,000 Membership Rewards points will be deposited into the Class Member's previously-established Six Flags Membership Rewards account if this option is selected. The points will be redeemable immediately at any open Six Flags park towards a variety of items such as food, merchandise, free friend tickets, special experiences, a membership level upgrade, or games, as set forth at any given time in Six Flags' Membership Rewards catalog. Items available for redemption with Membership Rewards points vary from time to time in Six Flags' sole discretion. Membership Rewards points will not expire as long as the Class Member remains a Six Flags member.

The Settlement Agreement, called the "Stipulation of Class Action Settlement" or "Agreement," available at www.membershipfeesettlement.com, has more information regarding the Settlement.

10. What does the Settlement provide if I paused my membership?

If the Settlement is approved and becomes final, the Settlement provides the following benefits:

Class Members Who Paused Their Memberships:

Free Month Option: To the extent not already provided, any Class Member who paused a membership, but who was charged prior to pausing when his or her Home Park was closed due to the pandemic but was otherwise scheduled to be open, will receive for each such membership 1 month of free membership for each 30 days (rounded up to the nearest multiple of 30) between the closure of the Class Member's Home Park due to the pandemic and the date that Class Member paused that membership. These free months will automatically be applied as credits to Class Members' accounts, without the need for Class Members to submit a Claim Form, such that Class Members will not be charged for 1 month's worth of membership billing for each month the Class Member's Home Park was closed during the Class Period. All membership add-ons (such as parking or dining benefits) paid for by Class Members during the Class Period will also be automatically extended for the same duration and available during the free months.

Or

Gift Card Option: As an alternative to receiving free months, a Class Member with a paused membership may receive a gift card for use at any Six Flags park in the United States in the amount of the monthly membership charges (including taxes, but excluding miscellaneous fees) to the Class Member while his or her Home Park was closed due to the pandemic but was otherwise scheduled to be open. Class Members can

elect to receive the gift card by submitting a valid Claim Form or requesting one at any open Six Flags park. The gift card will be a gift card issued by Metabank®, Member FDIC, is valid in Six Flags parks in the United States anywhere Six Flags gift cards are accepted, and for which the funds do not expire. The gift card is freely transferrable, and can be used with any and all promotions at Six Flags where Six Flags gift cards are accepted. The gift card is not redeemable for cash, except as required by law. Class Members that choose the gift card option will forego the free months already provided to such Class Member pursuant to this Section. The gift card will be available for pick up at any open Six Flags park in the United States.

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Plus

Membership Upgrades: In addition, to the extent not already provided, all Class Members who paused their membership after March 15, 2020 will, once they unpause their membership, receive the following additional benefits for each such membership:

1. all Regular and Gold Memberships will automatically be upgraded to Gold Plus Memberships through the end of 2022 so long as those memberships remain in active (i.e., not paused again or cancelled) status,
2. all Gold Plus Memberships automatically be upgraded to Platinum Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused again or cancelled) status,
3. all Platinum Memberships will automatically be upgraded to Diamond Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused again or cancelled) status,
4. all Diamond Memberships will automatically be upgraded to Diamond Elite Memberships through the end of 2022, so long as those memberships remain in active (i.e., not paused again or cancelled) status, and
5. all Diamond Elite Memberships will automatically be upgraded to an enhanced Diamond Elite VIP Membership so long as those memberships remain in active status (i.e., not paused again or cancelled).

Plus

Golden Ticket or Membership Rewards Points: Class Members who paused their memberships on or after March 15, 2020 who submit a valid and timely Claim Form will also be given the opportunity to choose either 1 Golden Ticket or 5,000 Membership Rewards points, which will be applied to their Membership once their account is unpaused:

- a. Golden Tickets: The Golden Tickets will not expire as long as the Class Member remains a Six Flags member and will provide free admission to a Class Member's guest for a single visit to the Class Member's Home Park on any day that the park is open. The Golden Ticket is not redeemable for cash and cannot be resold.

or

- b. Membership Rewards Points: 5,000 Membership Rewards points will be deposited into the Class Member's previously-established Six Flags Membership Rewards account if this option is selected. The points will be redeemable immediately at any open Six Flags park towards a variety of items such as food, merchandise, free friend tickets, special experiences, a membership level upgrade, or games, as set forth at any given time in Six Flags' Membership Rewards catalog. Items available for redemption with Membership Rewards points vary from time to time in Six Flags' sole discretion. Membership Rewards points will not expire as long as the Class Member remains a Six Flags member.

The Settlement Agreement, called the “Stipulation of Class Action Settlement” or “Agreement,” available at www.membershipfeessettlement.com, has more information regarding the Settlement.

11. What does the Settlement provide if I cancelled my membership?

If the Settlement is approved and becomes final, the Settlement provides the following benefits:

Class Members Who Cancelled Their Memberships:

Any Class Member who cancelled a membership during the time period when his or her Home Park was closed due to the pandemic but was otherwise scheduled to be open will receive for each such membership one voucher for a complimentary admission ticket for each six months the Class Member was charged for a membership while his or her Home Park was closed due to the pandemic but was otherwise scheduled to be open. Each voucher can be redeemed for a complimentary admission ticket for free admission for a single visit to the Class Member’s Home Park on any day that the park is open during the calendar year in which the voucher was redeemed. The vouchers and single-day passes are not redeemable for cash and cannot be resold. Each voucher must be redeemed by December 31, 2023.

Class Members who cancelled their memberships do not qualify for Golden Tickets, Membership Rewards Points, or a gift card, and, accordingly do not need to submit a Claim Form to receive benefits due under this proposed Settlement.

The Settlement Agreement, called the “Stipulation of Class Action Settlement” or “Agreement,” available at www.membershipfeessettlement.com, has more information regarding the Settlement.

12. What am I giving up if I stay in the Class?

If you meet the definition of a Class Member, you are part of the Class, unless you exclude yourself.

This means that you can’t sue, continue to sue, or be part of any other lawsuit, arbitration, or other proceeding against Defendants or any other “Released Party” about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you. **You are a Class Member and bound by the Settlement whether or not you file a Claim Form or receive any benefits.**

When and if the Settlement is approved, Plaintiffs and Class Members who do not validly exclude themselves from the Class pursuant to the Settlement will be deemed to have released Defendants and other “Released Parties” (as defined in the Agreement) from any and all Released Claims (as defined in the Agreement).

A word-for-word copy of the Release sections from the Agreement are copied below. Please carefully read the following excerpts from the Agreement regarding “Released Claims”:

“Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, monetary, injunctive, or equitable, known or unknown, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims as of the Notice Date, by Plaintiffs and all Class Members (and Plaintiffs’ and Class Members’ respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that:

(i) were asserted or that could have been reasonably asserted in the Action or Related Actions against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to in the Action or Related Actions concerning allegations that Defendants wrongfully continued to charge or did not refund their customers’ membership fees while their parks in the United States that were otherwise scheduled to be open were closed due to COVID-19; or

(ii) were asserted or that could have been reasonably asserted by any Class Member against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to, including all claims for monetary, injunctive, or equitable relief that relate in any way to allegations that Defendants wrongfully continued to charge or did not refund their customers' membership fees while their parks in the United States that were otherwise scheduled to be open were closed due to COVID-19;

(b) Notwithstanding any other provision of this Agreement, "Released Claims" does not include claims for relating to season pass fees, individual day passes, personal injuries, or wrongful death. Plaintiffs and Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to season pass fees, individual day passes, personal injuries, or wrongful death, and any such allegations or claims shall be dismissed without prejudice.

"Released Parties" shall mean Defendants, their subsidiaries, current and former parents, affiliates, predecessors, successors, and assigns, and each of their past, present and future officers, directors, employees, agents, representatives, attorneys, heirs, administrators, executors, predecessors and successors. It is expressly understood that, to the extent a Released Party is not a Party to this Agreement, all such Released Parties are intended third party beneficiaries of this Agreement.

"Releasing Parties" means Plaintiffs, Plaintiffs' Counsel, all Class Members, and any person claiming by or through each Class Member, including but not limited to spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

The Agreement is available at www.membershipfeessettlement.com and describes in further detail the claims that you give up if you remain in the Settlement.

13. When will I get my benefits, if any?

The Court will hold a Fairness Hearing on **December 15, 2021 at 11:00 a.m. CT**, during which it will decide whether it will finally approve all terms of the Settlement. If the Court approves the Settlement, there may be appeals or other challenges. Payment is contingent upon the Court's final approval of the proposed Settlement. After the Court enters an order and judgment finally approving the Settlement and all objections and appeals (if any) are resolved, benefits due under the Settlement will be provided within forty-five (45) calendar days.

The progress of the approval process and expected dates of payment will be updated periodically on www.membershipfeessettlement.com and can also be obtained by calling **833-460-2431** toll free.

If there are appeals, resolving them can take time (potentially more than a year). Please be patient.

HOW TO RECEIVE BENEFITS

14. How can I get benefits from this Settlement?

If you qualify and wish to receive a gift card for use in Six Flags parks in the United States, Membership Points, or a Golden Ticket under the settlement, you must mail in a Claim Form or submit a Claim Form electronically at **www.membershipfeessettlement.com**. A Claim Form and directions are attached as **Appendix A** to this Notice. You may also obtain and print a Claim Form and other relevant documents by visiting www.membershipfeessettlement.com.

Please read the instructions carefully and fill out the form completely and accurately.

Claim Forms can be submitted two ways: electronically or by mail. Your Claim Form must be submitted

electronically at www.membershipfeesettlement.com no later than **November 24, 2021 at 11:59 p.m. CT** or by mail postmarked no later than **November 24, 2021** and mailed to: **Strassburger v Six Flags, c/o Settlement Administrator, PO Box 5324, New York, NY 10150-5324.**

15. What is the claim process?

The Settlement Administrator will review each Claim Form.

Eligible Class Members wishing to accept the gift card for use in Six Flags parks in the United States, Membership Points, or Golden Ticket options pursuant to Section 41(i), Section 41(iii), or Section 42 of the Settlement Agreement will be required to submit a Claim Form that includes their membership account number and a signed affirmation (which may be electronic/submitted online) that they were charged for their Six Flags Membership account while their Home Park was closed due to the pandemic and normally would have been open. Eligible Class Members that submit timely and valid Claim Forms will receive the gift card for use in Six Flags parks in the United States, Membership Points, or Golden Tickets, as applicable, upon the reopening of that Class Member's Home Park and after the judgment becomes final and after the expiration of all applicable appeals periods.

Claim Forms that do not meet the terms and conditions of the Agreement will be rejected by the Settlement Administrator. The Settlement Administrator will have forty-five (45) days from the date the settlement is final (if there have been no appeals, or if any appeals have been withdrawn or rejected) to exercise the right of rejection. The Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form of the rejection, including via electronic mail.

Plaintiffs' Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, **within fifteen (15) business days from receipt of the rejection**, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Plaintiffs' Counsel and Defense Counsel, of the denial of the claim. If Plaintiffs' Counsel and Defense Counsel cannot agree on a resolution of the claimant's notice contesting the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs, Plaintiffs' Counsel, the Class, and/or the Settlement Administrator based on any eligibility determinations, distributions, or cash benefits made in accordance with this Agreement.

If a Claim is not contested, you will receive the benefits for that Claim in accordance with the terms of the Agreement. All usual and customary steps to prevent fraud and abuse in the Claim Process will be taken. This includes denying claims in whole or in part to prevent fraud or abuse. Plaintiffs' Counsel and Defense Counsel will be provided a report on the denial of any claim due to insufficient documentation and may recommend additional action, including providing benefits.

The Court will hold a Fairness Hearing on **December 15, 2021 at 11:00 a.m. CT** to decide whether or not to approve the proposed Settlement. The Court must finally approve the proposed Settlement before any benefits can be distributed and applied. The Court will grant its approval only if it finds that the proposed Settlement is fair, reasonable, and adequate. In addition, the Court's order may be subject to appeals. It is always uncertain whether these appeals can be resolved, and resolving them takes time, sometimes more than a year.

16. What if I do nothing?

If you are a Class Member and you do nothing, you will be bound by the Court's decisions and the Settlement's release. (See Question 12.). You will also receive Membership month credits if you qualify. (See Question 9.)

If you are eligible to receive Membership Points, a Golden Ticket, or a gift card for use in Six Flags parks in the United States, you must submit a Claim Form on or before **November 24, 2021**.

Unless you exclude yourself from the Class, if the Settlement is approved, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the "Released Parties" about the claims in this lawsuit, **ever again**, regardless of whether you submit a Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Class.

17. How can I get out of the Settlement?

To exclude yourself from the Class (or "opt out"), you must send by U.S. mail a letter or written request to the Settlement Administrator. Your request must include all of the following:

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class;
3. The case name and case number: *Strassburger v. Six Flags Theme Parks Inc. et al.*, Case No. 2020CH06208; and
4. Your signature (you must personally sign the letter).

Please write "**REQUEST FOR EXCLUSION**" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than **November 24, 2021**. Send your request to: **Strassburger v Six Flags, c/o Settlement Administrator, PO Box 5324, New York, NY 10150-5324**.

18. If I exclude myself, can I still get benefits from the Settlement?

No. You will not receive benefits from the Settlement if you exclude yourself from the Settlement.

If you request exclusion from the Class, then:

- You will not be eligible for any benefits under the proposed Settlement;
- You will not be allowed to object to the terms of the proposed Settlement; and
- You will not be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

However, if your request for exclusion is late or not complete, you will still be a part of the Class, you will be bound by the settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

19. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If the Court approves the proposed settlement and you do not exclude yourself from the Class, you give up (or "fully, finally and forever release, relinquish, and discharge") all Released Claims against the Released Parties, as set

forth above in response to Question 12.

As part of this Settlement, the Court has preliminarily stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against Defendants (or against any of their related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

If you have a pending lawsuit, arbitration, or other proceeding against Defendants, speak to your lawyer in that lawsuit or proceeding. You must exclude yourself from the Class to continue litigating the claims this Settlement resolves. Remember, the exclusion deadline (or “Opt-Out Date”) is **November 24, 2021**.

Upon final approval of the Settlement, Plaintiffs and Defendants will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from suing, or continuing to sue, Defendants regarding any of the Released Claims. All Class Members will be bound by this order.

The representative Plaintiffs and their lawyers will not represent you as to any claims you choose to pursue against Defendants.

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firms of Bursor & Fisher, P.A.; Khashayar Law Group; and Law Offices of Ronald A. Marron to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called “Class Counsel” (collectively with Class Counsel’s local counsel, they are called “Plaintiffs’ Counsel”). You will not be charged for the services of these lawyers.

You may contact Class Counsel as follows:

Yeremey Krivoshey
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, California 94596
ykrivoshey@bursor.com
Tel: 925-300-4455

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Class Counsel, Defense Counsel, or the Settlement Administrator may **not** advise you on the tax consequences of participating or not participating in the Settlement.

21. How will the lawyers be paid?

Plaintiffs’ Counsel have diligently worked on this case and have not been paid anything to date for their work on this case. Plaintiffs’ Counsel will request attorneys’ fees and reimbursement of costs and expenses up to \$1,200,000. Any attorneys’ fees, costs, and expenses approved by the Court will have no effect on the amount of relief otherwise made available to Class Members pursuant to the Settlement.

Plaintiffs’ Counsel will also ask the Court for a special service payment (or “Service Awards”) of up to \$1,500 each

for Plaintiffs Ryan Strassburger, Francis Ruiz, Shahriyar Rezai-Hariri, and Sophia McConnell for their work on behalf of the Class. Any Service Awards approved by the Court will have no effect on the amount of relief otherwise made available to Class Members pursuant to the Agreement.

The Court has to approve any Attorneys' Fees and Expenses and Service Awards requested by Plaintiffs' Counsel and Plaintiffs in this case. Plaintiffs' Counsel's motions for these Attorneys' Fees and Expenses or Service Awards will be filed on or before **November 10, 2021** and posted at www.membershipfeesettlement.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

22. How can I tell the Court if I do not like the Settlement?

If you are a Class Member but do not like the proposed Settlement and think the Court should not approve it, you may object. Objecting is simply telling the Court that you don't like something about the Settlement.

The Court will consider your views. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement benefits will be distributed and the lawsuit will continue. If that is what you want to happen, you must object.

You can only object if you stay in the Class (i.e., if you do not "opt out" or exclude yourself). As a Class Member, you will be bound to the Agreement and Court orders regardless of your objection and regardless of whether you believe the terms of the Settlement are favorable to the Class. You will be bound even if you have another claim, lawsuit, arbitration or other proceeding pending against Defendants relating to the membership agreements.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must be submitted to the Court either by mailing them to the Clerk of the Circuit Court at 50 West Washington – Suite 1001, Chicago, Illinois 60602, or by filing them in person at that location or electronically. Objections must also be served on Plaintiffs' Counsel and Defense Counsel as follows:

Upon Plaintiffs' Counsel at:

Yeremey Krivoshey
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, California 94596
ykrivoshey@bursor.com

Upon Defense Counsel at:

Zoë K. Wilhelm
FAEGRE DRINKER BIDDLE & REATH LLP
1800 Century Park East, Suite 1500
Los Angeles, CA 90067
zoe.wilhelm@faegredrinker.com

All objections must be filed or postmarked on or before **November 24, 2021**.

Your written objection **must** include:

- (1) your full name;
- (2) your Six Flags membership ID number;
- (3) a written statement of your objection(s) and the reasons for each objection;
- (4) a written statement of the number of objection(s), if any, you have previously filed, including the name of the case and court for each;
- (5) a statement of whether you intend to appear at the Fairness Hearing;
- (6) your signature;
- (7) a statement, sworn to under penalty of perjury attesting to the fact that you were charged for a Six Flags membership while your Home Park was closed due to the pandemic and normally would have been open;
- (8) details of the charges for your Six Flags membership while your Home Park was closed due to the pandemic and normally would have been open, including the amounts and dates of such charges; and
- (9) the case name and case number: *Strassburger v. Six Flags Theme Parks Inc. et al.*, Case No. 2020CH06208.

Objections that are served on the Parties but not filed with the Court, and objections that are filed with the Court but not served on the Parties, shall not be received or considered by the Court at the Fairness Hearing absent good cause found by the Court. Objections that do not contain all of the information itemized above shall not be considered by the Court at the Fairness Hearing absent good cause found by the Court.

Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must file a Notice of Intention to Appear with the Court, no later than **November 24, 2021**, or as the Court may otherwise direct.

If you file objections, but the Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for benefits under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement called the “Stipulation of Class Action Settlement.”

23. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you don’t like something about the Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case, and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don’t want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you. If you exclude yourself, you cannot submit a Claim Form or receive any of the other benefits that are part of the Settlement.

THE COURT’S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don’t have to.

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

The Court will hold a hearing in this case on **December 15, 2021 at 11:00 a.m. CT**, in the Circuit Court of Cook County, Illinois County Department, Chancery Division at the Richard J. Daley Center, Courtroom 2301, 50 W. Washington St., Chicago, Illinois 60602.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.membershipfeesettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys’ Fees and Expenses and

Plaintiffs' Service Awards.

If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the Settlement website www.membershipfeessettlement.com for updates or contact the Settlement Administrator to confirm that the date has not changed. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

26. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must **file** a document called a "Notice of Intention to Appear" through the Court's online filing system or through any other method in which the Court will accept filings, if any.

If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must also mail a Notice of Intention to Appear at the Fairness Hearing to Plaintiffs' Counsel and Defense Counsel.

Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court, and mailed and/or e-mailed to the Settlement Administrator, Defense Counsel, and Plaintiffs' Counsel no later than **November 24, 2021**.

GETTING ADDITIONAL INFORMATION

27. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement which is called the "Stipulation of Class Action Settlement" or "Agreement." For a complete, definitive statement of the Settlement terms, refer to the Agreement at www.membershipfeessettlement.com. You also may write with questions to the Settlement Administrator at **Strassburger v Six Flags, c/o Settlement Administrator, PO Box 5324, New York, NY 10150-5324** or call **833-460-2431** toll free.

PLEASE DO NOT CALL THE COURT.