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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 PLAINTIFFS SHAHRIYAR REZAI-  
13 HARIRI, on behalf of himself and a  
14 class of all others similarly situated,

15 Plaintiffs,

16 vs.

17 MAGIC MOUNTAIN LLC; PARK  
18 MANAGEMENT CORP. dba SIX  
19 FLAGS DISCOVERY KINGDOM;  
20 SIX FLAGS THEME PARKS INC.;  
21 DOES 1-50, inclusive

22 Defendants.

PLAINTIFFS' CLASS ACTION  
COMPLAINT FOR:

- 1. VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT, CALIFORNIA CIVIL CODE §§ 1750, ET SEQ.
- 2. VIOLATION OF THE UNFAIR COMPETITION LAW, CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.
- 3. VIOLATION OF THE FALSE ADVERTISING LAW, CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17500, ET SEQ.
- 4. BREACH OF EXPRESS WARRANTY
- 5. NEGLIGENT MISREPRESENTATION
- 6. UNJUST ENRICHMENT
- 7. CONVERSION
- 8. BREACH CONTRACT

DEMAND FOR JURY TRIAL

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**INTRODUCTION**

Plaintiff SHAHRIYAR REZAI-HARIRI (hereinafter, “Plaintiff”) brings this action on behalf of himself and all others similarly situated against Defendants MAGIC MOUNTAIN LLC. (“MAGIC MOUNTAIN”), PARK MANAGEMENT CORP. dba SIX FLAGS DISCOVERY KINGDOM (“DISCOVERY KINGDOM”) and SIX FLAGS THEME PARKS INC. (“SIX FLAGS”). Plaintiff makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to the allegations specifically pertaining to himself, which are based on personal knowledge.

**FACTS COMMON TO ALL CAUSES OF ACTION**

1. Defendants have made the baffling decision to keep charging all of its customers monthly membership fees while prohibiting access to Six Flags Magic Mountain as the novel coronavirus, COVID-19, rages throughout the world and the United States economy has gone into a deep recession.

2. Defendant MAGIC MOUNTAIN is the owner, operator, or lessor of Six Flags Magic Mountain, an amusement park located in Valencia, CA. The park contains two separate elements – Six Flags Magic Mountain and Hurricane Harbor LA. (For the purposes of this complaint, “Six Flags Magic Mountain” shall refer to the entirety of the amusement park complex located at 26101 Magic Mountain Pkwy, Valencia, CA 91355.)

3. Defendant DISCOVERY KINGDOM is the owner, operator, or lessor of Six Flags Discovery Kingdom, an amusement park located in Vallejo, CA.

4. Plaintiff is informed and believes that Defendant SIX FLAGS THEME PARKS INC. is the parent company of Defendants MAGIC MOUNTAIN and DISCOVERY KINGDOM and the owner, operator, or lessor of Six Flags amusement parks throughout the United States. Together, Defendants offer a

1 number of different options for visitors to their parks. Visitors can choose to  
2 purchase a single-day ticket, a “Season Pass,” or a “Six Flags Membership.” A  
3 “Season Pass” allows unlimited entry into Six Flags Magic Mountain & Hurricane  
4 Harbor (a waterpark located within Six Flags Magic Mountain) and Discovery  
5 Kingdom, among other benefits, while a “Six Flags Membership” offers varying  
6 levels of access and benefits and allows the holder to visit any of the Six Flags  
7 theme parks located throughout the United States, including other parks in  
8 California.

9 5. A “Season Pass” currently retails at \$289.00 per year, with various  
10 seasonal promotions affecting the rate. A “Six Flags Membership” current retails  
11 between approximately \$240.00 to \$505.00 per year, with various seasonal  
12 promotions affecting the rate. (Collectively, “Season Pass” or a “Six Flags  
13 Membership” shall be referred to as the “Membership.”)

14 6. To sign up for Defendants’ Memberships, customers provide  
15 Defendants with their credit card or debit card information. Defendants then  
16 automatically charges its customers’ credit or debit cards as payments are due on a  
17 monthly basis.

18 7. On March 13, 2020, Defendants announced that they were closing Six  
19 Flags Magic Mountain and Six Flags Discovery Kingdom. However, unlike its  
20 competitors in the industry, Defendants continued charging its thousands of  
21 customers monthly fees – at full price. Defendants are able to unilaterally charge  
22 its customers monthly fees without their consent, as it is in possession of its  
23 customers’ debit and credit card information. Thus, Defendants have made the  
24 deliberate decision to bilk its customers out of untold sums per months while its  
25 customers do not have access to Defendants’ parks. The sole reason Defendants’  
26 customers pay monthly membership fees is to have access to parks like Six Flags  
27 Magic Mountain, which is advertised to be available seven days a week. Now,  
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1 Defendants are charging its customers full price while denying its customers all  
2 access to all of Defendants' parks.

3 **PARTIES**

4 8. Plaintiff SHAHRIYAR REZAI-HARIRI was, at all relevant times, an  
5 individual residing in the State of California and is currently subscribed to  
6 Defendant MAGIC MOUNTAIN'S "Season Pass" program at a rate of \$6.95 per  
7 month. Plaintiff has had a "Season Pass" and paid monthly since 2014. On or  
8 around March 25, 2020, Defendants charged Plaintiff's credit card the \$6.95  
9 monthly fee even though Plaintiff does not have access to Six Flags Magic  
10 Mountain and has not been able to access the parks since March 12, 2020. Plaintiff  
11 would not have paid for the membership, or would not have paid for it on the same  
12 terms, had he known that he would not have access to Six Flags Magic Mountain  
13 for a period of months.

14 9. Defendant MAGIC MOUNTAIN LLC is now, and at all times  
15 mentioned in this Complaint, a limited liability company domiciled in the State of  
16 California, with its principal place of business located at 26101 Magic Mountain  
17 Parkway, Valencia CA 91355.

18 10. Defendant PARK MANAGEMENT CORP. dba SIX FLAGS  
19 DISCOVERY KINGDOM is now, and at all times mentioned in this Complaint, a  
20 corporation domiciled in the State of California, with its principal place of business  
21 located at 1001 Fairgrounds Drive, Vallejo, CA 94589.

22 11. Defendant SIX FLAGS THEME PARKS INC. is now, and at all  
23 times mentioned in this Complaint, a corporation domiciled in the State of Texas,  
24 with its principal place of business located at 924 East Avenue J, Grand Prairie,  
25 TX 75050.

26 12. Plaintiff is currently unaware of the true names and capacities of the  
27 other defendants sued in this action and therefore have named them by the  
28 fictitious names DOES 1 through 50, inclusive. Plaintiff will amend this complaint

1 to allege the true names and capacities of such fictitiously named defendants when  
2 they are ascertained.

3 13. Plaintiff is informed and believe and on that basis allege that each  
4 defendant sued in this action, including each defendant sued by the fictitious names  
5 DOES 1 through 50, inclusive, is responsible in some manner for the occurrences,  
6 controversies and damages alleged below. (Defendants MAGIC MOUNTAIN,  
7 DISCOVERY KINGDOM, SIX FLAGS, and DOES 1 through 50, inclusive, are  
8 hereinafter collectively referred to as “Defendants”.)

9 **JURISDICTION AND VENUE**

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

15 15. This Court has general jurisdiction over Defendants MAGIC  
16 MOUNTAIN and DISCOVERY KINGDOM because they are headquartered in  
17 California. Further, the Court has general jurisdiction over Defendant SIX FLAGS  
18 because it conducts substantial business within California such that Defendant has  
19 significant, continuous, and pervasive contacts with the State of California.

20 16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because  
21 the challenged fee practices have been committed in this District, Defendant  
22 MAGIC MOUNTAIN is headquartered in this District, and because Plaintiff  
23 resides and suffered the alleged harm in this District.

24 **CLASS REPRESENTATION ALLEGATIONS**

25 17. Plaintiff brings this action as a class action under Federal Rule of  
26 Civil Procedure 23 on behalf of a Class consisting of all persons in the United  
27 States who were charged fees for Memberships during period in which  
28 Defendants’ amusement parks were and are closed.

1           18. Plaintiff reserves the right to amend or modify the Class definition  
2 with greater specificity or further division into subclasses or limitation to particular  
3 issues as discovery and the orders of this Court warrant.

4           19. Excluded from the Class are the Defendants, the officers and directors  
5 of the Defendants at all relevant times, members of its immediate families and their  
6 legal representatives, heirs, successors or assigns and any entity in which  
7 Defendants has or had a controlling interest.

8           20. Plaintiff is a member of the Class he seeks to represent.

9           21. Defendants have thousands of customers that have paid or were  
10 charged fees while Six Flags Magic Mountain and Six Flags Discovery Kingdom  
11 were closed. Accordingly, members of the Class are so numerous that their  
12 individual joinder herein is impracticable. The precise number of Class members  
13 and their identities are unknown to Plaintiff at this time but may be determined  
14 through discovery. Class members may be notified of the pendency of this action  
15 by mail and/or publication through the distribution records of Defendant.

16           22. Common questions of law and fact exist as to all Class members and  
17 predominate over questions affecting only individual Class members. Common  
18 legal and factual questions include, but are not limited to, whether Defendants have  
19 breached its contract with its customers and whether their actions are fraudulent  
20 and unlawful.

21           23. The claims of the named Plaintiff are typical of the claims of the Class  
22 in that the named Plaintiff was exposed to Defendants' false and misleading  
23 advertising and was charged membership fees despite being barred from entry into  
24 Six Flags Magic Mountain and Six Flags Discovery Kingdom, and suffered losses  
25 as a result.

26           24. Plaintiff is an adequate representative of the Class because Plaintiff's  
27 interests do not conflict with the interests of the Class members Plaintiff seek to  
28 represent, Plaintiff has retained competent counsel experienced in prosecuting

1 class actions, and Plaintiff intends to prosecute this action vigorously. The  
2 interests of Class members will be fairly and adequately protected by Plaintiff and  
3 his counsel.

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

17 **FIRST CAUSE OF ACTION**

18 **Violation of California's Consumers Legal Remedies Act,**  
19 **California Civil Code §§ 1750, et seq. (Injunctive Relief Only)**  
20 **(By Plaintiff Against All Defendants)**

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

23 27. Plaintiff brings this claim individually and on behalf of members of  
24 the proposed Class against Defendants.

25 28. Plaintiff and Class members are consumers who paid fees for use of  
26 Defendants' parks for personal use. Plaintiff and the Class are "consumers" as that  
27 term is defined by the Consumers Legal Remedies Act ("CLRA") in Cal. Civ.  
28 Code § 1761(d).

1           29. Defendants’ park access to Six Flags Magic Mountain and Six Flags  
2 Discovery Kingdom that Plaintiff and Class members purchased from Defendant  
3 was a “service” within the meaning of Cal. Civ. Code § 1761(b).

4           30. Defendants’ actions, representations, and conduct have violated, and  
5 continue to violate the CLRA, because they extend to transactions that intended to  
6 result, or which have resulted in, the sale of services to consumers.

7           31. Defendants’ advertising that Six Flags Magic Mountain and Six Flags  
8 Discovery Kingdom would be available to its customers year-round, seven days a  
9 week other than select holidays<sup>1</sup>, and that its customers would have access to its  
10 parks upon paying a membership fee is false and misleading to a reasonable  
11 consumer, including Plaintiff, because Defendants in fact closed Six Flags parks in  
12 California but continues to charge its customers the full price of membership.

13           32. Cal. Civ. Code § 1770(a)(5), prohibits “[r]epresenting that goods or  
14 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
15 quantities which they do not have or that a person has a sponsorship, approval,  
16 status, affiliation, or connection which he or she does not have.” By engaging in  
17 the conduct set forth herein, Defendants violated and continue to violate Section  
18 1770(a)(5) of the CLRA, because Defendants’ conduct constitutes unfair methods  
19 of competition and unfair or fraudulent acts or practices, in that Defendants  
20 misrepresent the particular characteristics, benefits and quantities of the services.

21           33. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or  
22 services are of a particular standard, quality, or grade, or that goods are of a  
23 particular style or model, if they are of another. By engaging in the conduct set  
24 forth herein, Defendants violated and continue to violate Section 1770(a)(7) of the  
25 CLRA, because Defendants’ conduct constitutes unfair methods of competition  
26 and unfair or fraudulent acts or practices, in that Defendants misrepresent the  
27 particular standard, quality or grade of the services.

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<sup>1</sup> <https://www.sixflags.com/magicmountain/plan-your-visit/park-operating-schedule>, last visited April 8, 2020.



1           34. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or  
2 services with intent not to sell them as advertised.” By engaging in the conduct set  
3 forth herein, Defendants violated and continues to violate Section 1770(a)(9),  
4 because Defendants’ conduct constitutes unfair methods of competition and unfair  
5 or fraudulent acts or practices, in that Defendants advertise services with the intent  
6 not to sell the services as advertised.

7           35. Plaintiff and the Class acted reasonably when they purchased a  
8 Membership from Defendants on the belief that Defendants’ representations were  
9 true and lawful.

10           36. Plaintiff and the Class suffered injuries caused by Defendants because  
11 (a) they would not have purchased or paid for Defendants’ Memberships absent  
12 Defendants’ representations and omission of a warning that it would continue  
13 charging customers’ credit cards and debit cards while the parks were closed; (b)  
14 they would not have purchased Memberships on the same terms absent  
15 Defendants’ representations and omissions; (c) they paid a price premium for  
16 Defendants’ Memberships based on Defendants’ misrepresentations and  
17 omissions; and (d) Defendants’ Memberships did not have the characteristics,  
18 benefits, or quantities as promised.

19           37. Under California Civil Code § 1780(a), Plaintiff and members of the  
20 Class seek injunctive and equitable relief for Defendants’ violations of the CLRA.  
21 Plaintiff has mailed an appropriate demand letter consistent with California Civil  
22 Code § 1782(a). If Defendants fail to take corrective action within 30 days of  
23 receipt of the demand letter, Plaintiff will amend his complaint to include a request  
24 for damages as permitted by Civil Code § 1782(d).

25           38. Wherefore, Plaintiff seeks injunctive and equitable relief for these  
26 violations of the CLRA.

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**SECOND CAUSE OF ACTION**

**Violation of California’s Unfair Competition Law  
California Business & Professions Code §§ 17200, et seq.  
(By Plaintiff Against All Defendants)**

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

40. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendants.

41. Defendants are subject to California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, et seq. The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising ....”

42. Defendants’ advertising that Six Flags Magic Mountain and Six Flags Discovery Kingdom would be available to its customers year-round, seven days a week, excluding certain holidays, and that its customers would have access to the parks upon paying for a Membership is false and misleading to a reasonable consumer, including Plaintiff, because Defendants in fact closed the parks while continuing to charge its customers the full price of the Memberships.

43. Defendants’ business practices, described herein, violated the “unlawful” prong of the UCL by violating the CLRA, the FAL, and California’s Health Studio Services Contract Law and other applicable law as described herein.

44. Defendants’ business practices, described herein, violated the “unfair” prong of the UCL in that their conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits. Defendants’ advertising and its charging of Membership fees while Six Flags Magic Mountain and Six Flags Discovery Kingdom are closed is of no benefit to consumers.

1           45. Defendants violated the fraudulent prong of the UCL by misleading  
2 Plaintiff and the Class to believe that they would only be charged fees when they  
3 would have access to Defendants' parks.

4           46. Plaintiff and the Class acted reasonably when they signed up for  
5 Memberships based on the belief that they would only be charged fees when  
6 Defendants' parks were open and accessible.

7           47. Plaintiff and the Class lost money or property as a result of  
8 Defendants' UCL violations because (a) they would not have purchased or paid for  
9 Defendants' Memberships absent Defendants' representations and omission of a  
10 warning that it would continue charging customers' credit cards and debit cards  
11 while the park was closed; (b) they would not have purchased the Memberships on  
12 the same terms absent Defendants' representations and omissions; (c) they paid a  
13 price premium for Defendants' Memberships based on Defendants'  
14 misrepresentations and omissions; and (d) Defendants' Memberships did not have  
15 the characteristics, benefits, or quantities as promised.

16   **THIRD CAUSE OF ACTION**

17                                   **Violation of California's False Advertising Law,**  
18                                   **California Business & Professions Code §§ 17500, et seq.**  
19                                   **(By Plaintiff Against All Defendants)**

20           48. Plaintiff hereby incorporates by reference the allegations contained in  
21 all preceding paragraphs of this complaint.

22           49. Plaintiff brings this claim individually and on behalf of the members  
23 of the proposed Class against Defendants.

24           50. California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code  
25 §§ 17500, et seq., makes it "unlawful for any person to make or disseminate or  
26 cause to be made or disseminated before the public in this state, ... in any  
27 advertising device ... or in any other manner or means whatever, including over the  
28 Internet, any statement, concerning ... personal property or services, professional or

1 otherwise, or performance or disposition thereof, which is untrue or misleading and  
2 which is known, or which by the exercise of reasonable care should be known, to  
3 be untrue or misleading.”

4 51. Defendants engaged in a scheme of charging customers full monthly  
5 membership fees while Six Flags Magic Mountain and Six Flags Discovery  
6 Kingdom were closed. Defendants’ advertising and marketing of the parks as  
7 being accessible year-round misrepresented and/or omitted the true content and  
8 nature of Defendants’ services. Defendants’ advertisements and inducements were  
9 made in and originated from California and come within the definition of  
10 advertising as contained in Bus. & Prof. Code § 17500, et seq. in that the  
11 promotional materials were intended as inducements to purchase a Membership or  
12 other park services, and are statements disseminated by Defendants to Plaintiff and  
13 Class members. Defendants knew that these statements were unauthorized,  
14 inaccurate, and misleading.

15 52. Defendants’ advertising that the parks would be accessible to  
16 customers year-round, and that its customers would have access to Six Flags Magic  
17 Mountain and Six Flags Discovery Kingdom upon purchasing a Membership is  
18 false and misleading to a reasonable consumer, including Plaintiff, because  
19 Defendants in fact closed the park while continuing to charge its customers the full  
20 price of its Memberships.

21 53. Defendants violated § 17500, et seq. by misleading Plaintiff and the  
22 Class to believe that they would be charged fees only when they have access to  
23 Defendants’ parks.

24 54. Defendants knew or should have known, through the exercise of  
25 reasonable care that its advertising of Six Flags Magic Mountain and Six Flags  
26 Discovery Kingdom being accessible year-round is false and misleading. Further,  
27 Defendants knew or should have known that it was breaching its contracts with its  
28 customers and fraudulently charging fees when it continued charging fees while

1 the parks were closed.

2 55. Plaintiff and the Class lost money or property as a result of  
3 Defendants' FAL violation because (a) they would not have purchased or paid for  
4 Defendants' Memberships absent Defendants' representations and omission of a  
5 warning that it would continue charging customers' credit cards and debit cards  
6 while the park was closed; (b) they would not have purchased Memberships on the  
7 same terms absent Defendants' representations and omissions; (c) they paid a price  
8 premium for Defendants' Memberships based on Defendants' misrepresentations  
9 and omissions; and (d) Defendants' Memberships did not have the characteristics,  
10 benefits, or quantities as promised.

11 **FOURTH CAUSE OF ACTION**

12 **Breach of Express Warranty**

13 **(By Plaintiff Against All Defendants)**

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

16 57. Plaintiff brings this claim individually and on behalf of the members  
17 of the proposed Class against Defendants.

18 58. In connection with the sale of Memberships, Defendants issues an  
19 express warranty that Six Flags Magic Mountain and Six Flags Discovery  
20 Kingdom are accessible every day, year-round, excluding select holidays.

21 59. Defendants' affirmation of fact and promise in Defendants' marketing  
22 became part of the basis of the bargain between Defendants and Plaintiff and Class  
23 members, thereby creating express warranties that the services would conform to  
24 Defendants' affirmation of fact, representations, promise, and description.

25 60. Defendants breached their express warranty because Defendants'  
26 parks are not accessible every day, year-round. In fact, Defendant charges its  
27 customers the full amount of its monthly fees while Six Flags Magic Mountain and  
28 Six Flags Discovery Kingdom are closed.

1 61. Plaintiff and the Class members were injured as a direct and  
2 proximate result of Defendants’ breach because: (a) they would not have purchased  
3 or paid for Defendants’ Membership absent Defendants’ representations and  
4 omission of a warning that it would continue charging customers’ credit cards and  
5 debit cards while the park was closed; (b) they would not have purchased the  
6 Memberships on the same terms absent Defendants’ representations and omissions;  
7 (c) they paid a price premium for Defendants’ Memberships based on Defendants’  
8 misrepresentations and omissions; and (d) Defendants’ Memberships did not have  
9 the characteristics, benefits, or quantities as promised.

10 **FIFTH CAUSE OF ACTION**

11 **Negligent Misrepresentation**

12 **(By Plaintiff Against All Defendants)**

13 62. Plaintiff hereby incorporate by reference the allegations contained in  
14 all preceding paragraphs of this complaint.

15 63. Plaintiff bring this claim individually and on behalf of the members of  
16 the proposed Class against Defendants.

17 64. As discussed above, Defendants misrepresented that Six Flags Magic  
18 Mountain and Six Flags Discovery Kingdom is accessible every day, year-round.  
19 However, Defendants in fact charges full price for monthly memberships even  
20 when the parks are closed.

21 65. At the time Defendants made these representations, Defendants knew  
22 or should have known that these representations were false or made them without  
23 knowledge of their truth or veracity.

24 66. At an absolute minimum, Defendants negligently misrepresented  
25 and/or negligently omitted material facts about its Memberships.

26 67. The negligent misrepresentations and omissions made by Defendants,  
27 upon which Plaintiff and Class members reasonably and justifiably relied, were  
28 intended to induce and actually induced Plaintiff and Class members to purchase

1 Defendants' Memberships.

2 68. Plaintiff and Class members would not have purchased Defendants'  
3 Memberships, or would not have purchased the services on the same terms, if the  
4 true facts had been known.

5 69. The negligent actions of Defendants caused damage to Plaintiff and  
6 Class members, who are entitled to damages and other legal and equitable relief as  
7 a result.

8 **SIXTH CAUSE OF ACTION**

9 **Unjust Enrichment**

10 **(By Plaintiff Against All Defendants)**

11 70. Plaintiff hereby incorporate by reference the allegations contained in  
12 all preceding paragraphs of this complaint.

13 71. Plaintiff brings this claim individually and on behalf of the members  
14 of the proposed Class against Defendants.

15 72. Plaintiff and members of the Class conferred benefits on Defendants  
16 by paying, and being charged, membership fees while Six Flags Magic Mountain  
17 and Six Flags Discovery Kingdom were closed.

18 73. Defendants have knowledge of such benefits.

19 74. Defendants have been unjustly enriched in retaining the revenues  
20 derived from Plaintiff and Class members' membership fees. Retention of those  
21 moneys under these circumstances is unjust and inequitable because Defendant is  
22 charging its customers full price while the parks are closed. These  
23 misrepresentations and charges caused injuries to Plaintiff and members of the  
24 Class because they would not have paid Defendants' membership fees had the true  
25 facts been known.

26 75. Because Defendants' retention of the non-gratuitous benefits  
27 conferred on it by Plaintiff and members of the Class is unjust and inequitable,  
28 Defendants must pay restitution to Plaintiff and members of the Class for their

1 unjust enrichment, as ordered by the Court.

2 **SEVENTH CAUSE OF ACTION**

3 **Conversion**

4 **(By Plaintiff Against All Defendants)**

5 76. Plaintiff hereby incorporate by reference the allegations contained in  
6 all preceding paragraphs of this complaint.

7 77. Plaintiff brings this claim individually and on behalf of the members  
8 of the proposed Class against Defendants.

9 78. Plaintiff and members of the Class had a right to retain their  
10 membership fees while Six Flags Magic Mountain and Six Flags Discovery  
11 Kingdom were closed; Defendants intentionally charged Plaintiff's and Class  
12 members' debit and credit cards in the full amount of the Memberships while  
13 Defendants' parks were closed; Plaintiff and Class members did not consent to  
14 Defendants' charging of their debit and credit cards while Defendants' parks were  
15 closed; Plaintiff and Class members were harmed through Defendants' charging of  
16 their debit and credit cards; Defendants' conduct was a substantial factor in  
17 causing Plaintiff and Class members' harm.

18 **EIGHTH CAUSE OF ACTION**

19 **Breach of Contract**

20 **(By Plaintiff Against All Defendants)**

21 79. Plaintiff hereby incorporate by reference the allegations contained in  
22 all preceding paragraphs of this complaint.

23 80. Plaintiff brings this claim individually and on behalf of the members  
24 of the proposed Class against Defendants.

25 81. Defendants entered into contracts with Plaintiff and Class members to  
26 provide access to Six Flags Magic Mountain and Six Flags Discovery Kingdom in  
27 exchange for the payment of membership fees. Defendants have breached these  
28 contracts by continuing to charge Plaintiff and Class members' debit and credit



1 cards while the park is close. Plaintiff and Class members have suffered an injury  
2 through the payment of fees for the Membership while not having access to  
3 Defendants' parks.  
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6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
8 situated, seeks judgment against Defendants, as follows:  
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10 a) For an order certifying the Class under Rule 23 of the Federal Rules  
11 of Civil Procedure and naming Plaintiff as representative of the Class and  
12 Plaintiff's attorneys as Class Counsel to represent the Class members;  
13

14 b) For an order certifying the California Subclass under Rule 23 of the  
15 Federal Rules of Civil Procedure and naming Plaintiff as representative of the  
16 California Subclass and Plaintiff's attorneys as Class Counsel to represent the  
17 California Subclass members;  
18

19 c) For an order declaring that Defendants' conduct violates the statutes  
20 and laws referenced herein;  
21

22 d) For an order finding in favor of Plaintiff, the Class, and the California  
23 Subclass, on all counts asserted herein;  
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25 e) For compensatory and punitive damages in amounts to be determined  
26 by the Court and/or jury;  
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28 f) For prejudgment interest on all amounts awarded;

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- g) For an order of restitution and all other forms of equitable monetary relief;
- h) For injunctive relief as pleaded or as the Court may deem proper; and
- i) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

Respectfully submitted,

Dated: April 10, 2020

KHASHAYAR LAW GROUP

By: /s/ Khashayar Law Group  
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