

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ARMANDO ARMENDAREZ, et al., on behalf)	CASE NO. BC 252 430
of himself and all persons similarly situated, and)	
as private attorney generals on behalf of the)	CLASS ACTION
general public,)	
)	
Plaintiffs,)	
vs.)	NOTICE OF SETTLEMENT OF
)	CLASS ACTION
SIX FLAGS THEME PARKS, INC., dba)	
MAGIC MOUNTAIN)	
)	
Defendant.)	

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

**TO ALL PERSONS WHO VISITED OR SOUGHT TO VISIT MAGIC MOUNTAIN
ANY TIME FROM MARCH 19, 1997 TO APRIL 21, 2004:**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO PARTICIPATE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE.

TO MAKE A CLAIM, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE SEPTEMBER 4, 2004 TO THE CLAIMS ADMINISTRATOR AT THE FOLLOWING ADDRESS:

Magic Mountain Claims Administrator
c/o Desmond, Marcello & Amster
P.O. Box 451999
Los Angeles, CA 90045
(800) 775-7370

This Notice has been sent to you pursuant to § 382 of the California *Code of Civil Procedure*, California *Rules of Court* 1859 and 1861, and an Order of the Superior Court of California for the County of Los Angeles (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation and of a scheduled hearing at which the Court will consider the fairness, reasonableness, and adequacy of the settlement. This Notice is not an expression of any opinion by the Court with respect to the allegations in this action or the merits of the parties' claims or defenses.

BACKGROUND

The present litigation ("the Action") arose out of the following five class action cases, *Armendarez v. Six Flags Theme Park, Inc.*, LASC No. BC 252430; *Trevino v. Six Flags Magic Mountain, Inc.*, LASC No. BC 247014; *Ratcliff v. Six Flags Theme Parks, Inc.*, LASC No. BC 252882; *Morrison v. Six Flags Theme Parks, Inc.*, LASC No. BC 253314; *Griffin v. Six Flags Theme Parks, Inc.*, LASC No. BC 256863, and the following two individual cases, *Perez v. Six Flags Magic Mountain*, LASC No. BC 246605 and *White v. Six Flags Magic Mountain*, LASC No. BC 251583. These cases were consolidated for all purposes before the Honorable Charles W. McCoy. On September 16, 2002, Plaintiffs filed a First Amended Master Complaint ("the Complaint"), which is now the operative complaint in this matter.

As described in more detail in the Complaint, Class Plaintiffs assert that Defendant engages in discriminatory and unlawful practices at its Magic Mountain amusement park and Hurricane Harbor water park. (In this notice, the term "Magic Mountain" includes both the Magic Mountain amusement park and the Hurricane Harbor water park.) Class Plaintiffs allege that these practices include, among other things, employing improper racial profiling to detain, question, search, and/or deny admission to persons on the basis of race, color, ethnicity, national origin and/or physical appearance, and using discriminatory and unlawful criteria when selecting people for questioning or other investigative actions at Magic

Mountain or when ejecting people from Magic Mountain. Class Plaintiffs further claim that Defendant improperly and unlawfully arrests people at Magic Mountain, and that Defendant improperly and unlawfully videotapes people at Magic Mountain. Class Plaintiffs also allege that Defendant discriminates against patrons in the operation of park rides and in other areas of park operations.

Class Plaintiffs claim that they have not been able to enjoy Magic Mountain and/or have been detained, battered and falsely imprisoned. In addition, the Class Plaintiffs claim that these policies and practices have invaded their privacy rights and caused emotional distress and humiliation to family members who witnessed the detention and/or search. Class Plaintiffs allege the following causes of action in the Complaint: (1) intentional discrimination in access to or enjoyment of public accommodations under the Unruh Act (Cal. Civ. Code §§ 51, 52); (2) intentional discrimination through violence or intimidation under the Ralph Act (Cal. Civ. Code § 51.7); (3) unfair business practices (Cal. Bus. & Prof. Code § 17200); (4) breach of contract; (5) negligent selection, hiring, and retention of employees; (6) intentional infliction of emotional distress; (7) negligent infliction of emotional distress; (8) assault and battery; (9) invasion of privacy; (10) false imprisonment; and (11) malicious prosecution. Some of these claims are brought on behalf of individuals who were not themselves subjected to the practices described above, but who claim to have been harmed by the actions taken against their family or friends.

Defendant denies these allegations and contends that all security and other actions taken at Magic Mountain are proper and non-discriminatory. Defendant is committed to ensuring a safe and secure environment for all visitors to and employees at Magic Mountain, and is equally committed to treating all visitors to Magic Mountain in a welcoming and non-discriminatory manner. Defendant additionally contends that a class based on these allegations could not manageably or properly be certified for trial.

Notwithstanding these contentions, both Class Plaintiffs and Defendant have concluded that further litigation of the Action would be costly and protracted, and that it is desirable that the Action be settled. The parties have also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Action and have determined that it is desirable and beneficial that the Action be settled.

Class Plaintiffs believe that the proposed settlement is fair and reasonable under all of the circumstances of this case. Class Plaintiffs' Counsel estimate that the value of the proposed settlement is Eight Million, Nine Hundred Fifty-Three Thousand, Nine Hundred Thirty Dollars (\$8,953,930.00). Class Plaintiffs' Counsel believe that the claims asserted against Defendants in the Action are meritorious. Counsel recognize, however, that the outcome of the Action is uncertain and that pursuing this action to trial involves substantial risk and inevitable cost and delay. Based on an evaluation of the facts and law in support of provable damages to the Settlement Class, and a weighing of risks and benefits, Class Plaintiffs' Counsel believe that the settlement is in the best interest of the class and is fair, reasonable and adequate.

DESCRIPTION OF THE SETTLEMENT CLASS

You are a member of the Settlement Class if you visited or sought to visit Magic Mountain any time from March 19, 1997 through April 21, 2004, and fall within any of the following subclasses:

- Subclass I.** Any individual who visited or sought to visit Magic Mountain any time from March 19, 1997 through April 21, 2004 and while at Magic Mountain was
- (A) stopped by an employee of Magic Mountain and asked to answer questions or consent to a search of his or her person, property, or vehicle; or
 - (B) denied admission to Magic Mountain; or
 - (C) ejected from Magic Mountain; or
 - (D) arrested at Magic Mountain; or
 - (E) touched without consent by an employee of Magic Mountain; or
 - (F) subjected to any other action alleged to be wrongful;

AND who contends that the action was unlawful and/or in breach of a legal duty as alleged in the Complaint; OR

- Subclass II.** Any individual who accompanied to Magic Mountain a person described in Subclass I or who claims to have been aggrieved by the events giving rise to another person's membership in Subclass I;

NOTICE OF HEARING ON PROPOSED SETTLEMENT

A final Settlement Hearing will be held on August 5, 2004 at 10:00 a.m. before the Honorable Charles W. McCoy, Department 323, Los Angeles Superior Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California 90005. The purpose of the Settlement Hearing is to determine: (a) whether the settlement should be approved as fair, just, reasonable and adequate; (b) whether the proposal for the distribute the settlement proceeds is fair, just, reasonable, and adequate; (c) whether the application by Class Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of expenses should be approved; (d) whether Class Plaintiffs should receive incentive awards; and (e) whether the Action should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

SUMMARY OF THE BENEFITS TO THE SETTLEMENT CLASS

Class Plaintiffs and Defendant have entered into a settlement which, if finally approved by the Court, resolves the claims of the Settlement Class members against Defendant in exchange for cash and other benefits. The Court preliminarily approved the settlement on April 21, 2004. In summary, the Settlement Agreement states that Defendant will pay Five Million, Six Hundred Twenty-Five Thousand Dollars (\$5,625,000.00) to the settlement fund and will provide Seven Thousand (7,000) one-day single-admission tickets to Magic Mountain. Class Plaintiffs' Counsel estimate that the cash value of the tickets is Three Hundred Twenty-Eight Thousand, Nine Hundred Thirty Dollars (\$328,930.00). Additionally, Defendant has stipulated to certain injunctive relief and intends to make substantial changes to the security function at Magic Mountain, the costs of which are estimated to exceed Three Million Dollars (\$3,000,000.00) over the next four years. As described in the Settlement Agreement recitals, Defendant

- (i) intends to discontinue the gang appearance-based security screening procedure previously in place at Magic Mountain and to implement alternative security measures;
- (ii) has established and filled a new position of Manager of Security and Safety, with policy and supervisory responsibility for safety and security at Magic Mountain, that reports directly to the park general manager;
- (iii) seeks to adopt a more community/customer relations-oriented approach to security at Magic Mountain;
- (iv) intends to decrease the use of off-duty law enforcement officers to perform security functions at Magic Mountain;
- (v) intends to rely on on-duty law enforcement officers acting as such to perform law enforcement functions such as arrest, and is exploring the possibility of establishing a law enforcement substation at the park and placing/constructing a building for that purpose;
- (vi) seeks to ensure the highest caliber security workforce at Magic Mountain by attracting candidates interested in careers in private security and the hospitality industry, by recruiting through lawful means candidates that will enhance the diversity and maturity of the workforce, and by increasing levels of pay for security personnel;
- (vii) intends to continue reliance on metal detectors at the gate and to implement universal bag checks prior to admission;
- (viii) seeks to reduce security-related problems associated with line-cutting at Magic Mountain by decreasing the incidence of line-cutting itself, and is exploring a variety of possible measures to do so;
- (ix) seeks to reduce security-related problems associated with ejections from the park and is exploring a variety of possible measures to do so;
- (x) intends to review and revise security manuals, training manuals, and other security-related materials used at Magic Mountain;

A portion of the Settlement Fund will be used for administrative expenses, including payment of any taxes assessed against the settlement funds, the costs of sending the notice and claim forms to class members, and the processing of claims. In addition, a portion of the settlement funds may be awarded by the Court to Class Plaintiffs' Counsel as attorneys' fees and for reimbursement of out-of-pocket expenses. Class Plaintiffs also plan to ask the Court to award them some additional compensation for bringing the Action. The balance of the Settlement Fund (the Net Settlement Fund) will be distributed according to the Plan of Claims Administration and Benefits Distribution described below.

PLAN OF CLAIMS ADMINISTRATION AND BENEFITS DISTRIBUTION

The net settlement fund will be distributed to the Settlement Class members who submit valid, timely and approved claims. You will be eligible to participate in the distribution of the net settlement fund if, and only if, you were a member of one of the two subclasses identified above. You will be required to describe, under penalty of perjury, the facts that give rise to your membership in the Settlement Class. You may also be required to provide testimony under oath as to the facts contained within your claim form.

A point system will be used to determine the value of all Subclass I claims. Each verified and approved claim will be awarded points. If a Subclass I member's claim can be verified by records obtained through discovery, that claimant will receive 8 points if it arose prior to January 1, 2002, and 16 points if it arose on or after January 1, 2002. If a Subclass I member's claim cannot be verified by records obtained through discovery, that claimant will receive 1 point if prior to January 1, 2002, and 4 points if on or after that date. The precise amount to be paid per claim to members of Subclass I is not known at this time and will not be known until all claims have been received. The amount will be determined based on the total number and types of claims made and approved. Once points have been assigned to all approved claims, the value of a point will be determined with reference to the net settlement amount (total settlement fund less attorney fees, costs, incentive payments and claims administration expenses).

Settlement Class members from Subclass II will receive a one day ticket to Magic Mountain.

The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.

DISMISSAL AND RELEASES

The settlement funds, admission tickets and injunctive relief are in complete satisfaction of all claims of all Settlement Class members who do not request exclusion from the Settlement Class against Defendant or associated entities or individuals related to the allegedly unlawful practices described above or in the Amended Master Complaint, specifically including but not in any way limited to claims alleging any sort of discrimination based on race, color, ethnicity, national origin, unconventional dress, or physical appearance, claims that relate to security operations or actions at Magic Mountain, claims of breach of contract, claims of negligence and negligent hiring or retention, claims of negligent or intentional infliction of emotional distress, claims of assault or battery, claims of invasion of privacy, claims of false imprisonment or malicious prosecution, or claims arising under the Unruh Act, the Bane Act, the Ralph Act, or California Business & Professions Code § 17200 et seq. **The claims that will be resolved by this settlement are described more fully in Section 6 of the Settlement Agreement.**

If the settlement is approved, the Court will enter a Final Order and Judgment that will dismiss the Action with prejudice. The judgment will dismiss the settled claims with prejudice as against Defendant and associated parties, as described in Section 6 of the Settlement Agreement. The judgment will provide that all Settlement Class members and any person claiming by or through them or on their behalf shall be deemed to have released and forever discharged all settled claims (to the extent members of the Settlement Class have such claims) against all Released Parties and will permanently enjoin all Settlement Class members from alleging, asserting or prosecuting any Settled Claims against any of the Released Parties.

PARTICIPATION IN THE CLASS

If you fall within the definition of the Settlement Class and do not submit a timely and valid written Request for Exclusion, you will be bound by any judgment entered with respect to the settlement in the Action, whether or not you submit a Proof of Claim and Release. If you choose, you may enter an appearance individually and through your own counsel at your own expense.

To participate in the distribution of the Net Settlement Fund, you must timely complete and return the Proof of Claim and Release form that accompanies this Notice. **The Proof of Claim and Release form must be postmarked on or before September 4, 2004**, and must be delivered to the Claims Administrator at the address on the claim form. If you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Court's judgment.

REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS

If you fit within the above description of the Settlement Class, you have a choice whether or not to remain a member of the Settlement Class. Either choice will have consequences, which you should understand before making your decision.

If you want to be included in the Settlement Class, you need take no affirmative action, although you must submit a timely Proof of Claim and Release form to claim a share of the settlement proceeds. By remaining a member of the Settlement Class, your claims against Defendant and associated parties as alleged in the Action will be determined in this case and cannot be presented in any other lawsuit.

In the alternative, you may request to be excluded from the Settlement Class. To do so, you must mail a written request to:

Magic Mountain Claims Administrator
c/o Desmond Marcello & Amster
P. O. Box 451999
Los Angeles, CA 90045

The request for an exclusion must be signed and must state: (1) your name and current address and telephone number; (2) that you wish to be excluded from the Settlement Class; (3) the date of the incident giving rise to your claim; and (4) a brief description of the incident. To be valid, a request for exclusion must state all of the foregoing information and **must be postmarked on or before July 15, 2004**. If you submit a valid and timely request for exclusion, you shall have no rights under the settlement, shall not share in the distribution of the Net Settlement Fund, and will not be bound by the Settlement Agreement or the Court's Final Order and Judgment.

ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS

At the Settlement Hearing, Class Plaintiffs' Counsel will request the Court to award attorneys' fees of 30% of the cash value of the settlement fund and park admission tickets only, and reimbursement of Counsel's expenses, which were advanced in connection with the Action, plus interest thereon. Settlement Class members are not personally liable for any such fees or expenses. In addition, Class Plaintiffs will seek incentive awards with a total estimated value of \$359,500 for their efforts on behalf of the Settlement Class.

Class Plaintiffs' Counsel have not yet received any payment for their services on behalf of Class Plaintiffs and the members of the Settlement Class, nor have counsel been reimbursed for their out-of-pocket expenses. The requested fees will compensate counsel for their efforts in achieving the settlement for the benefit of the class and for their risk in undertaking this representation on a contingent basis.

CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (a) Requests for Exclusion do not exceed an agreed amount (which, if exceeded, would give Defendant a discretionary right to void the settlement); (b) entry of the Final Order and Judgment by the Court, as provided for in the Settlement Agreement; and, (c) expiration of the time for appeal from or to alter or amend the Judgment. If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the settlement may be terminated and, if terminated, it will become null and void and the parties to the Settlement Agreement and the members of the Settlement Class will be restored to their respective positions as of the date of the Settlement Agreement.

THE RIGHT TO OBJECT AND BE HEARD AT THE HEARING

Any Settlement Class member who objects to any aspect to the settlement, the Plan of Claims Administration and Benefits Distribution, the requested incentive awards to the Class Plaintiffs or the application for attorneys' fees or expenses, and who has not requested exclusion from the settlement, may submit a written objection and may appear and be heard at the Settlement Hearing. Any such person must submit a written notice of objection, **postmarked on or before July 15, 2004**, to each of the following:

THE COURT	CLASS PLAINTIFFS' COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court Department 323 Los Angeles County Superior Court 600 South Commonwealth Ave. Los Angeles, CA 90005	Mike Arias, Esq. Arias, Ozzello & Gignac LLP 6701 Center Drive West, Suite 1400 Los Angeles, CA 90045 (310) 670-1600 www.aogllp.com	Stephen W. Preston, Esq. Wilmer Cutler Pickering Hale and Dorr LLP 2445 M Street NW Washington, D.C. 20037 (202) 663-6000

The notice of objection must demonstrate the objecting person's membership in the Settlement Class, must state whether or not the objecting person intends to appear at the Settlement Hearing, and must contain a statement of the reasons for objection. Only Settlement Class members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise. Any Settlement Class member who does not object in the manner provided above shall be deemed to have waived such objection.

ADDITIONAL INFORMATION

This Notice provides only a summary of the Action, the settlement, and the matters relating to them. For more information, you may review the complete court files at the Clerk's office for the Los Angeles County Superior Court, located at 600 S. Commonwealth Avenue, Los Angeles, CA 90005.

YOU CAN OBTAIN A COPY OF THE DOCUMENTS PERTINENT TO THIS LITIGATION, INCLUDING THE COMPLAINT, THE SETTLEMENT AGREEMENT, AND THE RELEVANT ORDERS OF THE COURT FROM THE COURT'S FILES, THE CLAIMS ADMINISTRATOR'S WEBSITE AT WWW.DMACLASSACTION.COM, CLASS PLAINTIFFS' COUNSEL'S WEBSITE AT WWW.AOGLLP.COM, OR BY CONTACTING CLASS PLAINTIFFS' COUNSEL AT THE ADDRESS ABOVE.

Should you have any questions with respect to this Notice, the Settlement Agreement or any of the applications for fees, costs and expenses, you should direct them to Class Plaintiffs' Counsel or, if you choose, your own attorney.

DO NOT CONTACT THE COURT REGARDING SUCH QUESTIONS.

DATED: April 21, 2004

The Honorable Charles W. McCoy
Judge of the Los Angeles County Superior Court