Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Allegheny County

For Prothonotary Use Only:	Time Stamp
Docket No:	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
- [x] Complaint
- [ ] Writ of Summons
- [ ] Petition
- [ ] Transfer from Another Jurisdiction
- [ ] Declaration of Taking

Lead Plaintiff's Name: Danielle Ratti

Lead Defendant's Name: Herschend Family Entertainment Corporation

Are money damages requested? [x] Yes [ ] No

Dollar Amount Requested: (check one) [ ] within arbitration limits [x] outside arbitration limits

Is this a *Class Action Suit*? [x] Yes [ ] No

Is this an *MDJ Appeal*? [ ] Yes [x] No

Name of Plaintiff/Appellant's Attorney: Nicholas A. Colella

[ ] **Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE.*** If you are making more than one type of claim, check the one that you consider most important.

TORT *(do not include Mass Tort)*
- [ ] Intentional
- [ ] Malicious Prosecution
- [ ] Motor Vehicle
- [ ] Nuisance
- [ ] Premises Liability
- [ ] Product Liability *(does not include mass tort)*
- [ ] Slander/Libel/ Defamation
- [ ] Other:

MASS TORT
- [ ] Asbestos
- [ ] Tobacco
- [ ] Toxic Tort - DES
- [ ] Toxic Tort - Implant
- [ ] Toxic Waste
- [ ] Other:

PROFESSIONAL LIABLITY
- [ ] Dental
- [ ] Legal
- [ ] Medical
- [ ] Other Professional:

CONTRACT *(do not include Judgments)*
- [ ] Buyer Plaintiff
- [ ] Debt Collection: Credit Card
- [ ] Debt Collection: Other
- [ ] Employment Dispute: Discrimination
- [ ] Employment Dispute: Other
- [ ] Other:

REAL PROPERTY
- [ ] Ejectment
- [ ] Eminent Domain/Condemnation
- [ ] Ground Rent
- [ ] Landlord/Tenant Dispute
- [ ] Mortgage Foreclosure: Residential
- [ ] Mortgage Foreclosure: Commercial
- [ ] Partition
- [ ] Quiet Title
- [ ] Other:

CIVIL APPEALS

Administrative Agencies
- [ ] Board of Assessment
- [ ] Board of Elections
- [ ] Dept. of Transportation
- [ ] Statutory Appeal: Other
- [ ] Zoning Board
- [ ] Other:

MISCELLANEOUS
- [ ] Common Law/Statutory Arbitration
- [ ] Declaratory Judgment
- [ ] Mandamus
- [ ] Non-Domestic Relations Restraining Order
- [ ] Quo Warranto
- [ ] Replevin
- [x] Other: Unfair trade practices

Updated 1/1/2011

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

(i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.

(ii) actions for support, Rules 1910.1 et seq.

(iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.

(iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.

(v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.

(vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

DANIELLE RATTI,
individually and on behalf of all others similarly situated,

Plaintiff,

v.

HERSCHEND FAMILY ENTERTAINMENT CORPORATION,

Defendant.

CIVIL DIVISION – CLASS ACTION

Civil Action No. ______________________

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Filed on behalf of Plaintiff Danielle Ratti

Counsel of Record for this Party:

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IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

DANIELLE RATTI, individually and on behalf of all others similarly situated, Plaintiff, v. **HERSCHEND FAMILY ENTERTAINMENT CORPORATION**, Defendant.	Civil Action No. ____________________

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, YOU MUST take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOTHAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261–5555
www.getapittsburghlawyer.com

IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

DANIELLE RATTI, individually and on behalf of all others similarly situated, Plaintiff, v. **HERSCHEND FAMILY ENTERTAINMENT CORPORATION**, Defendant.	Civil Action No. ____________________

CLASS ACTION COMPLAINT

Plaintiff Danielle Ratti, by and through her undersigned counsel, brings this Class Action Complaint ("Complaint") against Herschend Family Entertainment Corporation ("Herschend") and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to her, which are based on personal knowledge:

1. "Today, Herschend is the largest family-held themed attractions company, with over 40 leading attractions and immersive experiences that reach audiences worldwide."[1]

2. Among those attractions and properties that Herschend owns is Kennywood Park ("Kennywood") in West Mifflin, Allegheny County, Pennsylvania.

3. Although Herschend purports to stress a "commitment to generosity" and a "focus[] on making a meaningful impact on the communities [it] serves,"[2] it routinely deceives

[1] "Bringing Families Closer Together by Creating Memories Worth Repeating," *Herschend*, https://www.hfecorp.com/ (last visited Aug. 18, 2026).

[2] "Impact & Joy," *Herschend*, https://www.hfecorp.com/about/culture/impact/ (last visited Aug. 18, 2026).

Kennywood's online ticket-purchasers, many of whom live in the local community, by forcing them to pay surprise fees in addition to the advertised prices of admission.

4. To allow Herschend to retain the benefit(s) conferred on it by payment of the surreptitious fee would be, *inter alia*, unjust, unfair, and inequitable.

THE PARTIES

5. Plaintiff Danielle Ratti is, and at all relevant times has been, a resident and a citizen of the Commonwealth of Pennsylvania.

6. Defendant Herschend is a Missouri corporation with its headquarters and/or principal place of business located in Gwinnett County, Georgia. Accordingly, it is a citizen of the Missouri and Georgia. Defendant Herschend is registered to do business in Pennsylvania and owns and operates Kennywood, a Pennsylvania amusement park.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction over Defendant Herschend because Defendant is registered to do business in Pennsylvania, and, thus, "carries on a continuous and systemic part of its genuine business within this Commonwealth." 42 Pa. C.S. § 5301(a)(2)(iii). Plaintiff's and the Class members' claims arise directly from business transactions that Defendant has conducted within the Commonwealth.

8. This Court has subject matter jurisdiction over this dispute pursuant to 42 Pa. C.S.A. § 931, and/or as otherwise permitted by law.

9. Venue is proper in this Court pursuant to Pennsylvania Rule of Civil Procedure ("Rule") 2179(a), and/or as otherwise permitted by law, because, *inter alia*, Defendant regularly conducts business in this county; the cause of action arose in this county; and/or a transaction or occurrence out of which the cause of action arose took place in this county.

<u>BACKGROUND</u>

"Junk Fees" and "Drip Pricing" Generally

10. Although "[m]ost Americans are unfamiliar with terms like 'ancillary revenue,' 'shrouded attributes,' or 'partitioned pricing[,]' … we're all well acquainted with the feeling that we've been scammed, tricked, or flat-out deceived when shopping for products and services. That's why the phrase 'junk fees,' coined by Consumer Financial Protection Bureau (CFPB) director Rohit Chopra, makes intuitive sense, even if you're just hearing it for the first time. The fact that 'fees' almost always refer to non-optional costs was an important factor in settling on that descriptor, Chopra [explained]."[3]

11. Colloquially, "[a] junk fee is an unexpected and sometimes hidden fee a company charges consumers for a service that often costs it little to provide."[4]

12. "Drip pricing" is "[a] pricing technique in which firms advertise only part of a product's price and reveal other charges later as consumers go through the buying process."[5]

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[3] Hassan Ali Kanu, "Loaded Up With Junk," *The American Prospect* (June 6, 2024), *available at* https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-junk/ (last visited Aug. 18, 2026).

[4] Beth Braverman & Erica Sandberg, "What Is a Junk Fee and How Does it Affect You?," *U.S. News & World Report* (May 27, 2025), *available at* https://money.usnews.com/money/personal-finance/spending/articles/what-are-junk-fees-and-how-do-they-affect-you (last visited Aug. 18, 2026).

[5] Mary Sullivan, "Overview of Drip Pricing" (May 21, 2012), *available at* https://www.ftc.gov/sites/default/files/documents/public_events/economics-drip-pricing/msullivan.pdf (last visited Aug. 18, 2026). *See also*, *e.g.*, Vicki Morowitz, "Vicki Morowitz Remarks for the White House Convening on the Economic Case for Junk Fee Policies" (Mar. 21, 2023), *available at* https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/Vicki-Morwitz-remarks.pdf (last visited Aug. 18, 2026), at 1-2 ("I will discuss two pricing practices that I have studied in depth …. Let me start ***with partitioned pricing***. My co-authors and I coined the phrase and ***defined partitioned pricing as a strategy where firms deliberately decide to divide a product's price into two or more mandatory parts, a base price for the main product and one or more mandatory surcharges, rather than charging a single, all-inclusive price***. … A ***related*** pricing strategy is ***drip pricing***. The FTC defines drip pricing as a pricing technique in which firms advertise only part of a product's price up front and reveal other charges later as shoppers go through the buying process. The additional dripped charges are sometimes mandatory fees, like resort fees, but sometimes are fees for optional add-ons, such as paying for parking at a hotel.").

13. As the U.S. Federal Trade Commission (the "FTC") stated, when announcing "a final Junk Fee Rule to prohibit bait-and-switch pricing and other tactics used to hide total prices and bury junk fees in the live-event ticketing and short-term lodging industries[,] ***[t]hese unfair and deceptive pricing practices harm consumers and undercut honest businesses***."[6]

Herschend Engages in Drip Pricing and Charges Junk Fees

14. Online – at www.kennywood.com, for instance – Herschend advertises ticket prices for entry to Kennywood at a firm amount, for example starting at $39.99:

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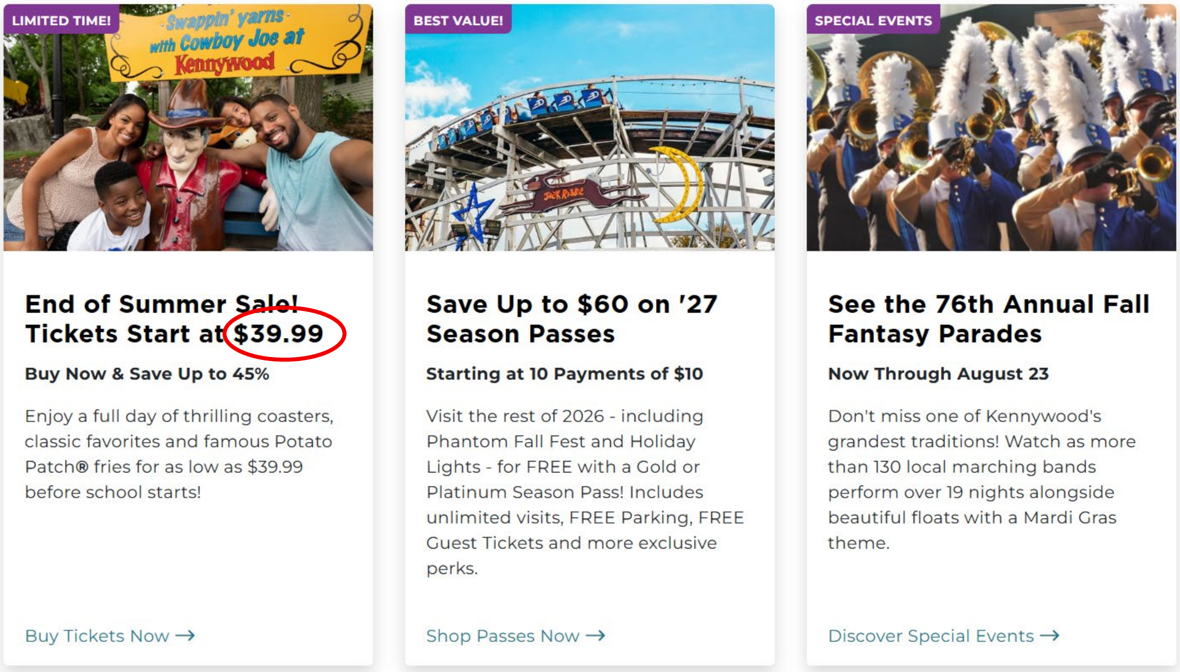
[6] "Federal Trade Commission Announces Bipartisan Rule Banning Junk Ticket and Hotel Fees," *Federal Trade Commission* (Dec. 17, 2024), *available at* https://www.ftc.gov/news-events/news/press-releases/2024/12/federal-trade-commission-announces-bipartisan-rule-banning-junk-ticket-hotel-fees (last visited Aug. 18, 2026) (emphasis added). *See also*, *e.g.*, *id.* ("'People deserve to know up-front what they're being asked to pay – without worrying that they'll later be saddled with mysterious fees that they haven't budgeted for and can't avoid,' said FTC Chair Lina M. Khan."); David Laibson, "Comments to be presented at a White House Conference on March 21, 2023," *available at* https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/David-Laibson-remarks.pdf (last visited Aug. 18, 2026), at 2 ("There are many ways that firms deploy pricing schemes that are misleading or needlessly shrouded. … Firms use ***drip pricing***: market a low-priced printer that only works with a patented ink cartridge priced with a huge mark-up. Firms use ***hidden fees***: sell a hotel room at a low price, then ***add*** resort *fees* that are ***unavoidable***. … These are examples of pricing schemes that are innovatively ***tricking consumers*** instead of innovatively serving them. These tricks-and-traps pricing schemes are anti[-]competitive because ***they shroud the true cost of goods and services*** and undermine the competitive forces that would normally raise societal well-being. Moreover, these tricks-and-traps have another socially corrosive feature.") (emphasis added); Federal Trade Comm'n, Trade Regulation Rule on Unfair or Deceptive Fees, 16 CFR Part 464, 88 FR 77420-01, 77432, 2023 WL 7386022 (Nov. 9, 2023) ("***Pricing structures that do not initially disclose the total cost of a good or service are deceptive even if the total cost is disclosed at some point during the transaction***. It has long been the FTC's position that ***misleading door openers are deceptive***.") (emphasis added); Dee Pridgen, Consumer Protection and the Law § 3.14 (Dec. 2025 Update) (calling drip pricing "[a] ***more modern form of bait and switch***") (emphasis added).



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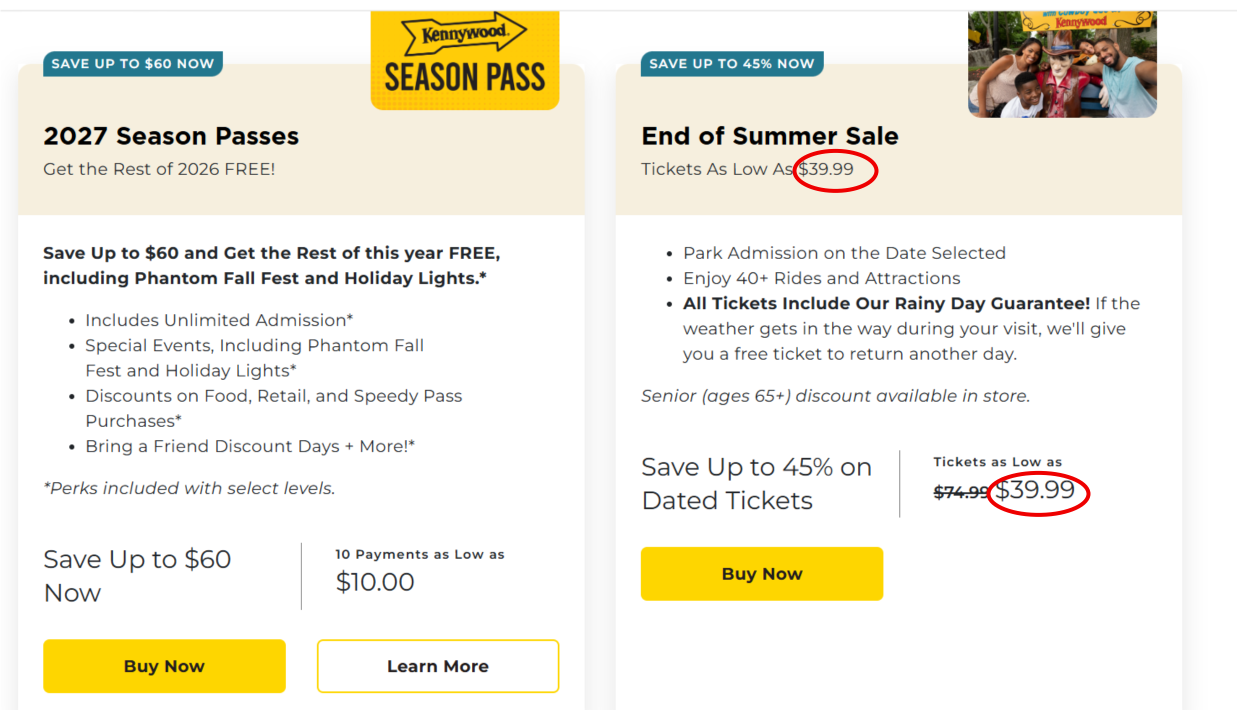
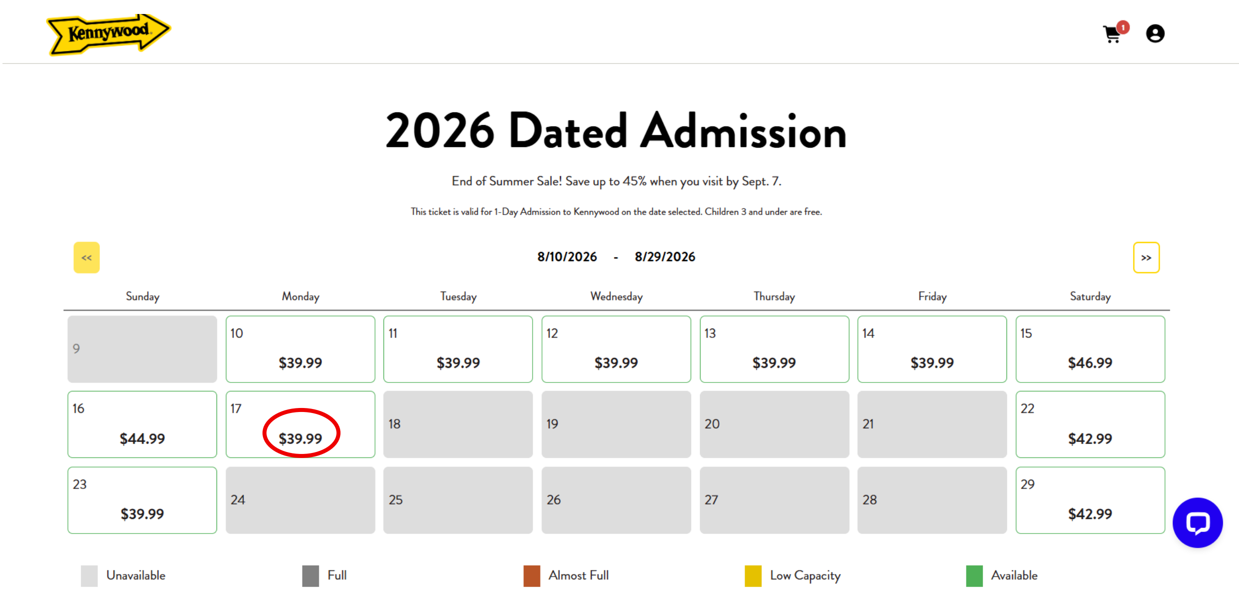


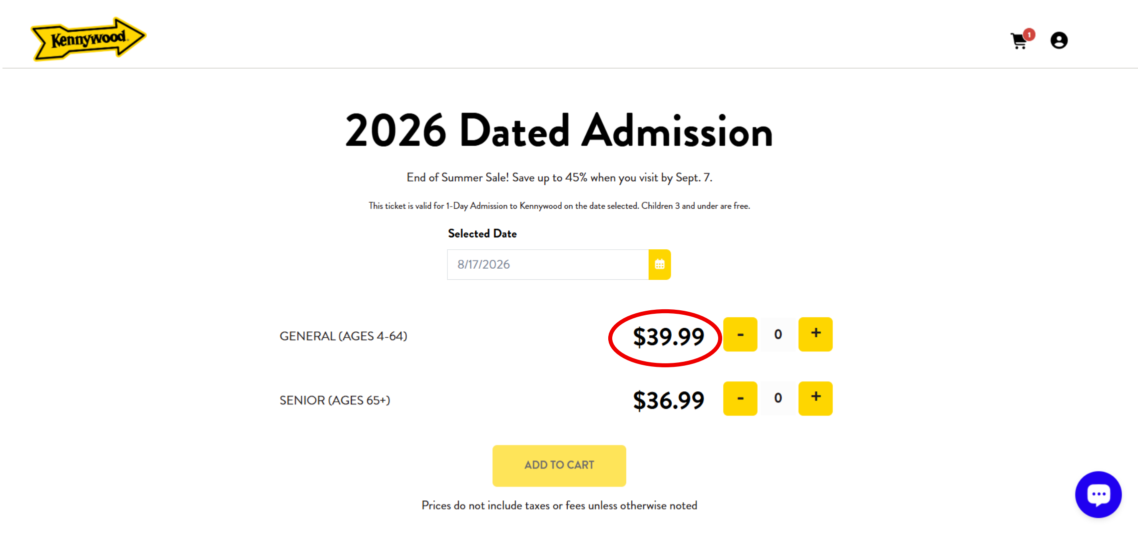
15. It is impossible for a consumer, however, to purchase an admission ticket to that amusement park online for the advertised price of $39.99.

16. In fact, it is impossible for a consumer to purchase online a ticket to Kennywood for any advertised admission price – regardless the stated price. Defendant misrepresents the total price.

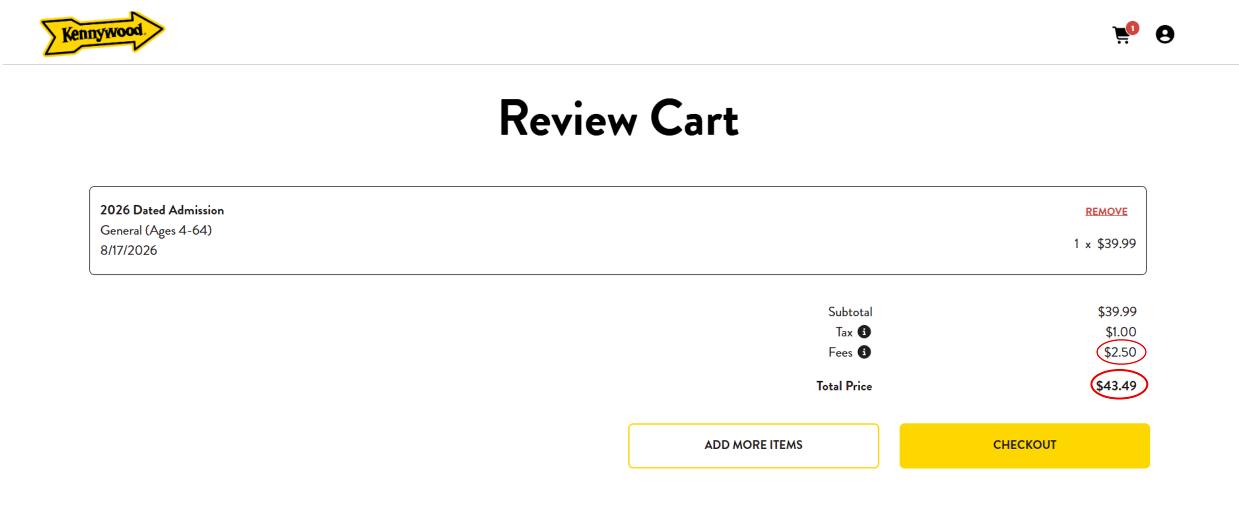
17. Online, Herschend offers consumers – who lack full information about, *inter alia*, price – different admissions prices to Kennywood on different days. For example:



18. A "General" ticket to Kennywood for August 17, 2026, for instance, is prominently advertised as $39.99 throughout Kennywood's website, including on the following screen:



19. Unfortunately, a consumer, who (by definition) lacks full information, cannot actually purchase a ticket at that price. Instead, if the consumer who is making an online purchase chooses to continue the transaction, clicks on "ADD TO CART" on this screen, and then declines all add-ons offered, he or she would be charged $43.49:

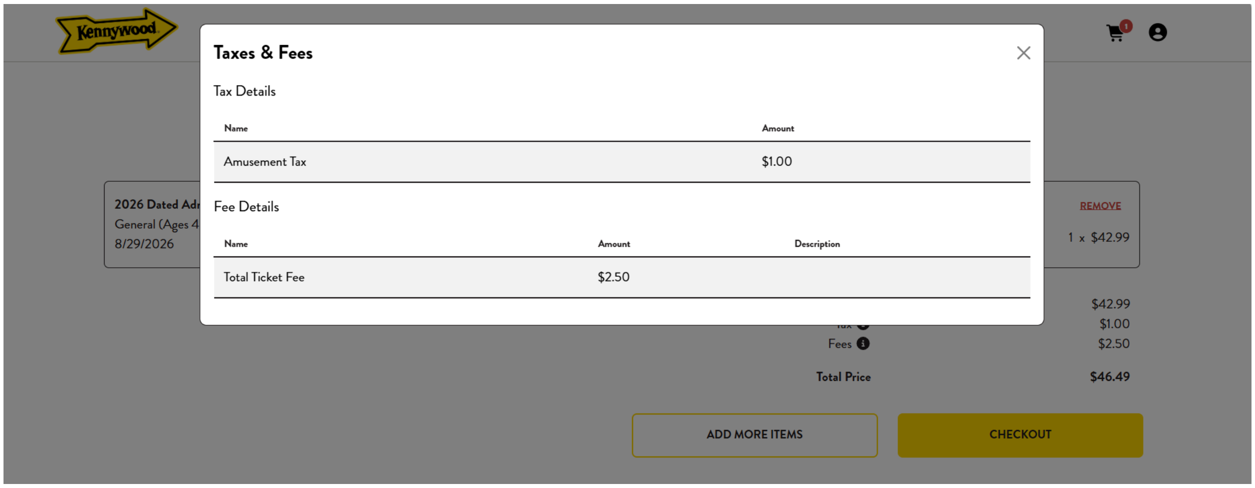


20. The price differential is due to the imposition of tax and also a surprise $2.50 fee, which Herschend unilaterally and automatically adds at the end of the online transaction.

21. The same bait-and-switch occurs if a consumer, who still (by definition) lacks full information, attempts to purchase an admission ticket – at a higher base price – for August 29, 2026, for example.

22. Instead of the advertised $42.99 price for "General" admission on that date, the consumer, after once again declining all offered add-ons, would be charged $46.40, which would include the same $2.50 fee.

23. Herschend never explains the purpose of the fee it tacks on at the end of the transaction. Instead, under "Fee Details," it simply labels the charge as a "Total Ticket Fee":



24. To be clear, whatever its purpose, the surprise fee is ***mandatory***. In other words, to complete the transaction, and to purchase the admission ticket, the consumer – who has been misled and lacks full information – must pay the entire "Total Price," which has increased during the purchasing process to include the added "Total Ticket Fee."

Plaintiff's Experience

25. On July 30, 2026, Ms. Ratti purchased seven tickets online for admission to Kennywood through Defendant's website.

26. The ticket price was advertised as $39.99 per ticket.

27. Upon completing the checkout process, Defendant added $17.50 (or, $2.50 per ticket) in surprise fees.

28. Ms. Ratti, who had been misled and lacked full information at all relevant times, did not know that she would also be responsible for paying fees on top of the $39.99 price per ticket, because Defendant did not disclose any such fee until late in the purchasing process.

29. Because of Defendant's surreptitious tactics, it received ill-gotten profits from Ms. Ratti and members of the Class.

CLASS ALLEGATIONS

30. Plaintiff brings this class action on behalf of herself and all other individuals who are similarly situated.

31. Plaintiff seeks to represent a class of persons to be defined as follows:

> All Pennsylvania citizens who, within the relevant statute of limitations, purchased online a ticket(s) to Kennywood and were charged a "Fee" by Defendant in addition to the advertised admission price (the "Class").

32. Specifically excluded from the Class are (a) Defendant; (b) any of its parents, subsidiaries, affiliates, predecessors, successors, or any other entities it legally controls; (c) each of their officers, directors, members, agents, trustees, employees, principals, servants, partners, or representatives, as well as each of their parents, spouses, children, trusts, heirs, successors, and assigns; and (d) the judicial officer to whom this case is assigned and his or her parents, spouses, children, trusts, heirs, successors, and assigns.

33. Subject to additional information obtained through further investigation and discovery, Plaintiff reserves the right to amend, narrow, or expand the class definition(s).

34. **Numerosity – Rule 1702(1)**: The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff at this time, it is likely to number in the tens or even hundreds of thousands. The names and addresses of affected individuals are known to Defendant and can be identified through Defendant's records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

35. **Commonality – Rule 1702(2)**: There are questions of law and fact common to the members of the Class, including, without limitation, whether Defendant's imposition and retention

of the hidden, so-called "Fee" is unfair and/or inequitable. In addition, common questions include ones concerning the amount of damages and/or other relief to be awarded to Plaintiff and the Class members.

36. **Typicality – Rule 1702(3)**: Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other Class members each were charged the "Fee" at the end of their online purchases.

37. **Adequacy of Representation – Rule 1702(4) & Rule 1709**: Plaintiff, who intends to prosecute this action vigorously, will fairly and adequately represent the Class because, *inter alia*, (i) she has retained competent counsel who are experienced in complex class-action litigation and will adequately represent the interests of the Class; (ii) her interests do not conflict with the interests in the maintenance of the class action and/or with the other Class members whom she seeks to represent; and (iii) she has or can acquire adequate financial resources to insure that the interests of the Class will not be harmed.

38. **Fair & Efficient – Rule 1702(5) & Rule 1708**: A class action provides a fair and efficient method for adjudication of this controversy:

(a) **Predominance – Rule 1708(a)(1)**: Common questions of law and fact predominate over any questions affecting only individual Class members. Similar or identical business practices, violations, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. For example, Defendant's liability is common to Plaintiff and each member of the Class.

(b) **Manageability – Rule 1708(a)(2)**: The precise size of the Class is unknown without the disclosure of Defendant's records. That said, the claims of Plaintiff and the Class members are substantially identical, as explained above. Certifying the case as a class action will centralize these substantially identical claims in a single proceeding; adjudicating these substantially identical claims at one time is the most manageable litigation method available to Plaintiff and the Class.

(c) **Risk of Inconsistent, Varying, or Prejudicial Adjudications – Rule 1708(a)(3)**: If the claims of Plaintiff and the members of the Class were tried separately, Defendant may be confronted with inconsistent or varying adjudications that would create a risk of incompatible standards of conduct and divergent court decisions. Furthermore, if the claims of Plaintiff and the members of the Class were tried individually, adjudications with respect to individual Class members and their claims could, as a practical matter at least, be dispositive on the interests of other members of the Class not party to those individual adjudications and substantially, if not fully, impair or impede their ability to protect their interests.

(d) **Litigation Already Commenced – Rule 1708(a)(4)**: To Plaintiff's knowledge, there is no other pending case(s) where one or more of Defendant's customers is seeking to represent a class of individuals impacted by the conduct and/or same the fee or issues addressed herein.

(e) **Appropriate Forum – Rule 1708(a)(5)**: This forum is appropriate for the litigation by Plaintiff and the Class members. Kennywood is located in

Allegheny County. Indeed, "[a] visit to Kennywood is a Pittsburgh tradition!"[7]

(f) **The Class Members' Claims Support Certification – Rule 1708(a)(6)-(7)**: Given the relatively small amount recoverable by each Class member, especially in relationship to the expense of administering individual litigation, a class action is justified here.

COUNT I
UNJUST ENRICHMENT
<u>(On behalf of Plaintiff and the Class)</u>

39. Paragraphs 1-38 above are incorporated by reference as though fully set forth herein.

40. Defendant was, and continues to be, unjustly enriched at the expense of Plaintiff and the Class members.

41. Plaintiff and the Class members – who all lacked full knowledge of relevant facts – conferred a benefit on Defendant by paying the surprise, hidden, mandatory "Fee."

42. Defendant accepted, received, and appreciated the benefit(s) conferred upon it by Plaintiff and the Class members.

43. Defendant has retained the full amount of the fees it improperly charged and collected from consumers.

44. It would be unjust and inequitable for Defendant to retain that benefit(s) and those fees, which it wrongfully secured, without payment of value. Consumers should not have to pay

[7] "Get the Rest of '26 Free with a '27 Season Pass!," Kennywood, https://www.kennywood.com/ (last visited Aug. 18, 2026).

the hidden, unavoidable, anti-competitive fee, which Herschend intended to trick them into thinking that Kennywood prices are lower than they actually are.

45. As Vicki Morowitz, the Bruce Greenwald Professor of Business and Professor of Marketing at Columbia University's Graduate School of Business, explains, “when firms separate out mandatory surcharges versus assessing one all-inclusive price,” as Herschend does, “consumers tend to underestimate the total price they will have to pay, and are often more likely to complete the purchase. This happens even when the surcharges are fully disclosed.”[8] Prof. Morowitz also explains: “What research has shown is that when surcharges are dripped,” as Herschend does, “consumers end up being more likely to buy a product that appears cheaper up front based only on the base price, but that is more expensive in total given the dripped mandatory fees and fees for the selected optional add-ons. Notably, these effects happen even when consumers are provided with a total price before they complete their transactions. That is, it is not enough to show the total price before the consumer puts in their credit card information, because at that point they have already mentally committed to the purchase.”[9] Furthermore, she explains, “[t]he real reason why consumers are misled is because profit maximizing firms,” such as Herschend, “have figured out ways to display prices, like using partitioned and drip pricing, that are particularly difficult for consumers to process. … These pricing strategies, lead consumers to make decisions that differ from what they intended and that are against their own interest.”[10]

46. Relevant losses, damages, injuries, and/or harms are continuing, on-going, and/or increasing.

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[8] Morowitz, *supra*.

[9] *Id.*

[10] *Id.* *See also supra* at nn.5-6.

COUNT II
MONEY HAD AND RECEIVED
<u>(On behalf of Plaintiff and the Class)</u>

47. Paragraphs 1-46 above are incorporated by reference as though fully set forth herein.

48. Defendant compelled Plaintiff and the Class members – who all lacked full knowledge of relevant facts – to pay the end-of-transaction "Fee." Plaintiff and the Class members conferred a benefit on Defendant by paying the surprise, hidden, mandatory "Fee."

49. Plaintiff and the Class members each paid the fee. Defendant accepted, received, and appreciated the benefit(s) conferred upon it by Plaintiff and the Class members.

50. In return for payment of the fee, Plaintiff and the Class members, however, did not receive sufficient, if any, consideration.

51. Defendant has retained the full amount of the fees it improperly charged to and collected from consumers. Defendant has not refunded, returned, or paid that money to Plaintiff or the Class members.

52. The on-going retention of those amounts by Defendant (especially without payment or sufficient consideration) is wrongful, unfair, unjust, and/or inequitable. *See*, *e.g.*, *supra* at ¶ 45.

53. Defendant is obliged by equity, justice, law, and/or principles of fairness to refund, return, and/or pay those amounts, which in equity and good conscience belong to Plaintiff and the Class members, back to Plaintiff and the Class members.

54. Relevant losses, damages, injuries, and/or harms are continuing, on-going, and/or increasing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class members pray for judgment in excess of $50,000 (exclusive of interest and costs) and as follows:

A. an Order certifying this action as a class action, appointing Plaintiff as class representative for the Class, and appointing her counsel to represent the Class;

B. an award of actual damages;

C. an award of nominal damages (in the alternative);

D. an award, the return or refund, or restitution of all monies acquired by Defendant by means of any and all illegal, improper, wrongful, unjust, and/or inequitable practice(s), act(s), omission(s), and/or conduct involving the end-of-transaction fee;

E. disgorgement of all amounts illegally, improperly, wrongfully, and/or unjustly charged, collected, received, obtained, received, maintained, or held by Defendant relating to the end-of-transaction fee;

F. an award of reasonable attorneys' fees and costs, including, but not limited to, expert witness fees and costs;

G. an award of pre- and post-judgment interest on any amounts awarded;

H. injunctive relief (if and as permitted by law) (i) prohibiting Herschend from imposing, charging, and/or collecting the end-of-transaction fee and (ii) directing Herschend to disgorge and/or return to its customers all such fees it has already collected; and

I. such other and further relief as this Court may deem just or proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: August 19, 2026

Respectfully submitted,

LYNCH CARPENTER, LLP

/s/ Nicholas A. Colella
Nicholas A. Colella
(Pa. ID. No. 332699)
Michael H. Sampson
(Pa. ID. No. 92574)
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(412) 322-9243
nickc@lcllp.com
mike@lcllp.com

Counsel for Plaintiff
and the Proposed Class

VERIFICATION

I, Danielle Ratti, am fully familiar with the facts set forth in this Complaint and hereby certify that the facts set forth in foregoing Complaint are true and correct to the best of my knowledge, or information and belief, and that this statement is made subject to penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: 08 / 19 / 2026

Danielle Ratti