

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into as of August 26, 2024 by and between Michael Meholic, individually and on behalf of all others similarly situated (together, “Plaintiffs”), and Seattle Arena Company, LLC (“Defendant”) (collectively the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Meholic v. Oak View Group*, Case No. 23-2-20824-2 (King Cty. Super. Ct.) (the “Action”).

I. FACTUAL BACKGROUND AND RECITALS

1. On October 25, 2023, the Action was filed against Defendant in the Superior Court of the State of Washington in and for King County.
2. The Action relates to a 3% fee patrons were assessed when purchasing certain concessions at certain events operated by Defendant at Climate Pledge Arena (the “Arena”) from the period February 27, 2023 through July 22, 2023.
3. Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in the Action; (ii) that the class representative in the Action and the class he purports to represent have suffered any damage; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under CR 23. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.
4. The parties participated in settlement negotiations in which Defendant provided informal discovery related to the merits of Plaintiffs’ claims, including the representation that it collected \$162,917.16 (the “Collected Fee Amount”). The Parties also discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The settlement negotiations culminated in the Parties agreeing on the form of a CR 2A Agreement on or about June 17, 2024.
5. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

6. “Action” means *Meholic v. Oak View Group*, Case No. 23-2-20824-2 currently pending in King County Superior Court.
7. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.
8. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of amounts paid under the terms of the Settlement.

The Claim Form will be in a form substantially as shown on attached Exhibit A, which will be available on the Settlement Website (as defined below).

9. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 120 days from the date that Notice is sent.
10. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.
11. “Class Counsel” means Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC.
12. “Settlement Class Representative” means the named class representative Michael Meholic.
13. “Collected Fee Amount” means the \$162,917.16 Defendant represents that it collected from patrons of Climate Pledge Arena in conjunction with a 3% fee described in the Action.
14. “Court” means the Honorable Nelson Lee in the Superior Court of the State of Washington, County of King, or such other judge to whom the Action may hereafter be assigned.
15. “Defendant’s Counsel” means Amanda J. Beane and Meeghan Dooley of Perkins Coie LLP.
16. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.
17. “Email Notice” means the notice of settlement e-mailed to Ticket Purchasers in substantially the form as the attached Exhibit A.
18. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.
19. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.
20. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service

award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

21. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

22. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Superior Court Civil Rules and whether to issue the Final Approval Order and Judgment.

23. “Internet Notice” means the notice to be published on the internet to reach potential Settlement Class Members, substantially in the form as showing in Exhibit B.

24. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel Class Counsel in connection with commencing, prosecuting, and settling the Action, as approved by the Court.

25. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit C.

26. “Notice” means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice, and/or the Email Notice, and/or the Internet Notice, and/or the Reminder Notice, substantially in the respective forms as shown in Exhibits A, B, and C attached hereto.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid directly by Defendant and will not come from the cash settlement fund.

28. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

29. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.
30. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.
31. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Superior Court Civil Rules, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.
32. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released Claim” also shall have the meaning ascribed to it as set forth in additional details in Section XIII below.
33. “Reminder Notice” means a notice substantially in the form of the Email Notice that will be emailed to all Ticket Purchasers with a known email address. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.
34. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.
35. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this litigation, which shall not exceed \$5,000, as approved by the Court.
36. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
37. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

38. “Settlement Administrator” means Eisner Advisory Group, LLC (“EisnerAmper”), an experienced entity selected by Defendant to serve as the settlement administrator and notice provider for the settlement.¹

39. “Settlement Class” means all individuals who purchased a concession at Climate Pledge Arena between February 27, 2023 and July 22, 2023 and were assessed a 3% fee. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) members of the judiciary to whom this case is assigned, their families, and members of their staff.

40. “Settlement Class Data” means the data containing the following data for concession purchases that were subject to the 3% fee: date of transaction, amount of transaction, and last four digits of the payment card use, to the extent known, and which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

41. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

42. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of \$162,917.16, which will be used to fund Settlement Payments or Settlement Checks. The Settlement Fund shall be established by Settlement Administrator as a separate escrow account constituting a Qualified Settlement Fund (“QSF”) as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

43. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section V below for a Valid Claim.

44. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational for 30 days after all Settlement Payments have been distributed and/or the balance of the Settlement Fund distributed pursuant to paragraph 48, at which time the Settlement Website shall be taken down.

¹ As of May 22, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC.

45. “Ticket Purchaser” means someone who purchased a ticket for an event at which the 3% fee was charged.

46. “Ticket Purchaser List” means a list of names and email addresses for those who purchased tickets to some of the events at which the 3% fee was charged, and which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

47. “Valid Claim” means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein). The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

III. SETTLEMENT CLAIMS

48. **Class Member Payments.** Settlement Class Members who submit a timely Valid Claim using an approved Claim Form, along with necessary supporting documentation, are eligible to receive compensation for the lesser of (a) \$10 plus, the actual 3% fee paid, or, if the 3% fee cannot be determined, \$1, and (b) such claimant’s pro rata portion of the Settlement Fund, subject to the limits of the Settlement Fund. Claims will be subject to review for timeliness, completeness, and validity by a Settlement Administrator.

49. **Residual Funds / Pro Rata Reduction.** In the event that Settlement Payments or Settlement Checks exceed the Settlement Fund, all class member payments will be reduced on a pro-rata basis such that Defendant’s maximum amount to be paid does not exceed the non-reversionary Settlement Fund amount. If, after accounting for all claims, there are residual funds in the Settlement Fund, these residual funds will be paid to the Legal Foundation of Washington in accordance with Civil Rule 23.

IV. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

50. **Payment Timing.** Defendant will transfer the Settlement Fund to the escrow account within three business days of the Claims Deadline. Payments for Valid Claims for reimbursement for approved Claims shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after Effective Date and the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

51. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

52. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement

Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

53. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

54. **Deceased Class Members.** If the Settlement Administrator is notified before the Claims Deadline that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

V. SUBMISSION OF CLAIMS

55. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

VI. BUSINESS PRACTICES COMMITMENTS

56. **Concession Fee Disclosures.** For a period of five years following the execution of a formal settlement agreement, Defendant agrees to implement and maintain clear and conspicuous concession fee disclosures ("Business Practice Commitments") in accordance with applicable law. Actual costs for the implementation and maintenance of Business Practice Commitments will not be paid from settlement proceeds.

VII. SETTLEMENT CLASS NOTICE

57. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class Data and Ticket Purchaser List to the Settlement Administrator.

Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

58. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiff may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Email Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Email Notice to all Ticket Purchasers for which it has email addresses. It shall be presumed that the intended recipients received the Email Notice if the Email Notices have not been returned or “bounced back” to the Settlement Administrator as undeliverable.
- b. **Internet Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Internet Notice in a manner that is reasonably calculated to reach potential Settlement Class Members.
- c. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant’s Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys’ fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that “No Claims Forms will be accepted via email.”
- d. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Email Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.
- e. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.

- f. **Reminder Notices.** The Reminder Email Notice shall be issued no later than 14 days before the Claims Deadline.

VIII. OPT-OUTS AND OBJECTIONS

59. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) from the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Email, Internet, or Reminder Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

60. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

61. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 59 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 59. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

IX. DUTIES OF SETTLEMENT ADMINISTRATOR

62. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant

will cooperate in providing to the Settlement Administrator the Settlement Data List and Ticket Purchaser List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

63. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via email and Internet publication and Reminder Notice(s) via email;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;

- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

64. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

65. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

66. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs, including the costs of disseminating the Notice, will be paid directly by Defendant and will not come from the Settlement Fund.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

67. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

68. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement within 10 days of the date of this Agreement.

69. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

70. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by

negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XI. MODIFICATION AND TERMINATION

71. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

72. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

XII. RELEASES

73. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class Members, and each of their spouses and children with claims on behalf of the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Defendant and its present and former departments or divisions, and its parent companies, subsidiaries and affiliated entities, any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the "Releasees"). The relief stated above will be provided to Class Members as consideration for a general release for all claims and causes of action pleaded or that could have been pleaded that

are related in any way to the activities stemming from the factual allegations described in the operative Complaint.

74. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in or related to the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representative, Participating Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

75. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XIII. SERVICE AWARD PAYMENTS

76. **Service Award Payment.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representative in recognition for his contribution to this Action to be paid by Defendant separately from the Settlement Fund. Defendant agrees not to oppose a service award of \$5,000 to the Settlement Class Representative, subject to Court approval. This service award shall be separate and apart from any other benefits available to the

Settlement Class Representative as Participating Settlement Class Members under the terms of this Agreement. Such Service Award Payment shall be paid by Defendant, in the amount approved by the Court, no later than 10 days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

77. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service award shall constitute grounds for termination of this Agreement.

XIV. ATTORNEYS' FEES, COSTS, EXPENSES

78. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses to be paid by Defendant of up to \$57,500, which award shall be subject to Court approval. Plaintiff will also move the Court for an award of their costs. Defendant will not oppose Plaintiff's request for attorneys' fees up to this amount and Plaintiff's reasonable costs. The parties negotiated this term after the Parties reached an agreement on the total settlement amount. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs as provided in this Section. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defense Counsel a properly completed and duly executed IRS Form W-9. Any Fee Award and Costs and expenses shall be paid by Defendant in the amount approved by the Court, no later than 10 days after the Effective Date.

79. The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representative shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

XV. NO ADMISSION OF LIABILITY

80. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

81. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may

be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XVI. MISCELLANEOUS

82. **Public Statement.** Unless both parties agree, the Parties will not issue press releases regarding this Agreement or Action. Neither Named Plaintiff nor Class Counsel shall make any public statement regarding this Agreement or Action, without the prior written approval of Defendant, in Defendant's sole discretion. Without limitation, "public statement" refers to any statement or response of any kind, regardless whether made verbally, in writing or otherwise; and whether made through in-person communication, social media, website, newspaper or magazine, radio, podcast, blog or any other medium, including statements in "private" or limited-access platforms or pages. In the event Class Counsel and/or Named Plaintiff are independently contacted by the press or media, Class Counsel may respond solely as follows: "We are pleased that the parties have reached a mutual resolution of the matter, which has resulted in a class settlement. Anyone who believes they are a class member can learn more about the settlement at [settlement website]." This provision is not intended to apply to communications Class Counsel may have in response to inquiries from members of the Settlement Class, or any filings Class Counsel may make with the Court.

83. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

84. **Cooperation.** The Settling Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

85. **Dispute Resolution.** If any Party believes that a dispute exists relating to this Agreement, it shall notify the other Party by email. The Parties shall meet and confer in good faith in an effort to reach agreement. Absent a refusal by one party to participate in good faith discussions, the other party shall not seek relief from the Court to resolve a dispute until 14 days after notice of the dispute was provided.

86. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

87. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

88. **Attorney General.** Plaintiff shall reasonably cooperate in good faith with Defendant to allow Defendant to resolve any investigation or claim by the Washington State Attorney General's Office.

89. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

90. **Pronouns.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them."

91. **Currency.** All dollar amounts are in United States dollars (USD).

92. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

93. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.


94. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

95. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

AGREED TO AND ACCEPTED:

SEATTLE ARENA COMPANY, LLC

PLAINTIFF MICHAEL MEHOLIC
AND PUTATIVE CLASS

By: 

Steve Mattson
EVP and General Manager

By: _____
Michael Meholic

Kaleigh N. Boyd
Tousley Brain Stephens PLLC
Counsel for Plaintiff Meholic and
Putative Class

AGREED TO AND ACCEPTED:

SEATTLE ARENA COMPANY, LCC

PLAINTIFF MICHAEL MEHOLIC
AND PUTATIVE CLASS

By: _____
Steve Mattson
EVP and General Manager

By: *Michael J. Meholic*

Michael Meholic

Kaley B

Kaleigh N. Boyd
Tousley Brain Stephens PLLC
Counsel for Plaintiff Meholic and
Putative Class

EXHIBIT A

Subject: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION
From: Seattle Arena Company Settlement Administrator ([email address])
Reply to: [email address]

A State Court Authorized This Notice. This Is Not A Solicitation From A Lawyer.

If you purchased a concession at Climate Pledge Arena between February 27, 2023 and July 22, 2023, you may have been assessed a 3% fee.

If you were assessed a 3% fee,

YOU MAY BE ELIGIBLE TO RECEIVE

A Cash Payment of Ten Dollars (\$10.00), Plus the Actual 3% Fee Paid or, If the 3% Fee Cannot Be Determined, an Additional One Dollar (\$1.00).

Your Settlement Claim ID is: { [redacted] }.

Visit seattlearenafeesettlement.com to file a claim by [redacted], 2024.

Why did I get this Notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in King County Superior Court in the State of Washington (“Court”) titled *Meholic v. Seattle Arena Company, LLC* (the “Action”). According to available records, you might be a “Class Member.” The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take.

What is the Action about? The Action was filed against Seattle Arena Company, LLC (“Defendant”) by Plaintiff Michael Meholic alleging Defendant engaged in an unfair or deceptive act by charging patrons an undisclosed 3% fee for certain concessions at certain events operated by Defendant at Climate Pledge Arena from the period February 27, 2023 through July 22, 2023. Defendant denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. *No court has decided which side is right. But both sides agreed to provide benefits to Class Members and resolve the Action.*

Am I a Class Member? You are a “Class Member” if you purchased a concession at Climate Pledge Arena during the period of February 27, 2023 through and including July 22, 2023 and were assessed a 3% fee. For a list of events where the 3% fee was charged on certain concessions, please see the Appendix to the Long Form Notice. Excluded from the Class are (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) members of the judiciary to whom this case is assigned, their families, and members of their staff.

What does the Settlement provide? Defendant has agreed to establish an \$162,917.16 Settlement Fund to provide cash payments to Class Members who make valid claims. Class Members who provide valid claims will be eligible to receive a cash payment of ten dollars (\$10.00), plus the actual 3% fee

paid or, if the 3% fee cannot be determined, an additional one dollar (\$1.00) for every eligible transaction. In the event the total dollar amount of claims made exceeds the funds available, all Class Member payments will be reduced on a pro-rata basis such that Defendant's maximum amount to be paid does not exceed the Settlement Fund. A Claim Form must be submitted online or postmarked by _____, 2024.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, 2024, or you won't be able to sue Defendant about the legal claims in the Action ever again if the Court approves the Settlement. If you exclude yourself, you cannot receive any benefit under the Settlement. If you stay in the Settlement, you may object to it by _____, 2024, and the Court will determine whether your objection has merit. The detailed Notice available at seattlearenafeesettlement.com explains how to request exclusion or object.

Do I have a lawyer? The Court has appointed Tousley Brain Stephens PLLC as Class Counsel. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

Fairness Hearing: On _____, 2024 at [time] the Court will hold a hearing to approve: (1) the Settlement as fair, reasonable, and adequate; and (2) the application for Class Counsels' fees and litigation costs of up to \$57,500 and an Individual Settlement Award for the Named Plaintiff (Michael Meholic) who will request up to \$5,000 for his service. Any fees, costs or awards approved by the Court will be paid by the Defendant separate from the Settlement Fund. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, to view related Court documents and the Claim Form, and to learn more about how to exercise your various options under the Settlement, visit seattlearenafeesettlement.com. You may also write to the Claims Administrator at the email address: [email address] or the postal address: [physical address].

EXHIBIT B



If You Purchased a Concession at Climate Pledge Arena Between February 27, 2023 and July 22, 2023 and Were Assessed a 3% Fee, You May Be Eligible for a Cash Payment from a Class Action Settlement.

LEARN MORE



If You Purchased a Concession at Climate Pledge Arena Between February 27, 2023 and July 22, 2023 and Were Assessed a 3% Fee, You May Be Eligible for a Cash Payment from a Class Action Settlement.

LEARN MORE

EXHIBIT C

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

MICHAEL MEHOLIC, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SEATTLE ARENA COMPANY, LLC,

Defendant.

Case No. 23-2-20824-2 SEA

**If you purchased a concession at Climate Pledge Arena between February 27,
2023 and July 22, 2023, you may have been assessed a 3% fee.**

If you were assessed a 3% fee,

YOU MAY BE ELIGIBLE TO RECEIVE

**A Cash Payment of Ten Dollars (\$10.00), Plus the Actual 3% Fee Paid or, If
the 3% Fee Cannot Be Determined, an Additional One Dollar (\$1.00).**

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the King County Superior Court in the State of Washington (“Action”)¹. If the Court gives final approval to the Settlement, Seattle Arena Company (the “Defendant”) will establish an \$162,917.16 Settlement Fund to provide cash payments to Class Members who make valid claims. Class Members who provide valid claims will be eligible to receive a cash payment of ten dollars (\$10.00), plus the actual 3% fee paid or, if the 3% fee cannot be determined, an additional one dollar (\$1.00) for every eligible transaction. In the event the total dollar amount of claims made exceeds the funds available, all Class Member payments will be reduced on a pro-rata basis such that Defendant’s maximum amount to be paid does not exceed the Settlement Fund. A Claim Form must be submitted online or postmarked by **, 2024**. In the event the total dollar amount of claims is less than the funds available in the Settlement Fund, the residual funds will be paid to the Legal Foundation of Washington in accordance with Civil Rule 23.

¹ Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available at seattlearenafeesettlement.com.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	The only way to get a monetary payment. Claim Forms must be submitted either online at the Settlement Website, seattlearenafeesettlement.com , or by mail to the following address: [redacted].	Deadline: [redacted], 2024
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive anything under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Defendant for the allegations in the Action.	Deadline: [redacted], 2024
OBJECT	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and why you think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement, and you will still be bound by the Settlement if the Court approves it.	Deadline: [redacted], 2024
GO TO THE "FINAL APPROVAL HEARING"	<p>The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Named Plaintiff's request for a service award for bringing the Action.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any objection you filed to the Settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p>	Hearing Date and Time: [redacted], 2024 [time]
DO NOTHING	If you do nothing, you will not receive anything from the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action if the Court approves the Settlement.	No Deadline

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

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BACKGROUND INFORMATION

1. Why is there a Notice?

You have the right to know about a Settlement that has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section **Error! Reference source not found.** below.

2. What is this lawsuit about?

On October 25, 2023, a class action lawsuit was filed against Defendant entitled *Meholic v. Seattle Arena Company, LLC* in the Superior Court of the State of Washington in and for King County, Case No. 23-2-

20824-2. The Action alleges that the Defendant engaged in unfair or deceptive acts by purportedly charging patrons an undisclosed 3% fee for certain concessions at certain events between February 27, 2023 and July 22, 2023. This 3% fee was not charged at all events during this time, nor was it charged on all concessions.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

This Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Settlement Class Representative Plaintiff’s claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section **Error! Reference source not found.** below.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Michael Meholic) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this Action, Seattle Arena Company, LLC, is called the Defendant.

4. Why is there a Settlement?

The Named Plaintiff has made claims against the Defendant. Defendant denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or the Defendant should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

You are a Settlement Class Member if you are an individual who purchased a concession at Climate Pledge Arena between February 27, 2023 and July 22, 2023 and were assessed a 3% fee. This 3% fee was not charged at all events held at Climate Pledge Arena during this time, nor was it charged on all concessions. You are not automatically a Class Member if you attended an event at Climate Pledge Arena during this time period and purchased concessions. If you purchased a concession at Climate Pledge Arena between February 27, 2023 and July 22, 2023, please refer to the attached Appendix, which contains a list of events where the 3% fee was charged. In general, the 3% fee was charged at most concerts, but it was not charged at Kraken games.

Excluded from the Class are (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) members of the judiciary to whom this case is assigned, their families, and members of their staff.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the Settlement Website, seattlearenafeesettlement.com, email the Settlement Administrator at [email address], or call the Settlement Administrator at XXX-XXX-XXXX for free help.

THE PROPOSED SETTLEMENT

7. What does the Settlement provide to the Class Members?

Defendant has agreed to establish an \$162,917.16 Settlement Fund to provide cash payments to Class Members who make valid claims. Class Members who provide valid claims, along with necessary supporting documentation, will be eligible to receive a cash payment of ten dollars (\$10.00), plus the actual 3% fee paid or, if the 3% fee cannot be determined, an additional one dollar (\$1.00) for every eligible transaction. A Claim Form must be submitted online or postmarked by _____, 2024.

In the event the total dollar amount of claims made exceeds the funds available, all Class Member payments will be reduced on a pro-rata basis such that Defendant's maximum amount to be paid does not exceed the Settlement Fund.

In the event the total dollar amount of valid and approved claims is less than the funds available in the Settlement Fund, the residual funds will be paid to the Legal Foundation of Washington in accordance with Civil Rule 23.

HOW TO RECEIVE COMPENSATION – SUBMITTING A CLAIM FORM

8. How can I receive a cash payment?

If you wish to receive compensation, you must complete a Claim Form.

A Claim Form is available at the settlement website seattlearenafeesettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and mail to [physical address] postmarked by _____, 2024 or submit it online on or before 11:59 p.m. (Pacific) on _____, 2024.

9. When will I receive my cash payment?

As described in the Final Approval Hearing Section below, the Court will hold a hearing on _____, 2024, at [time], to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when the appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at seattlearenafeesettlement.com. If the Settlement is approved and there are no appeals, you will receive compensation as soon as practicable after the Effective Date of Settlement. Please be patient.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

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

The Court has ordered that the law firm of Tousley Brain Stephens PLLC (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers’ services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Class Counsel will petition the Court for attorneys’ fees, and reimbursement of reasonable litigation expenses of up to \$57,500 and costs. You will not be required to pay any attorneys’ fees or costs, and these expenses will not be paid out of the Settlement Fund. Please see paragraphs 77–78 of the Settlement Agreement, available on the Settlement Website, seattlearenafeesettlement.com, for additional details.

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

The Named Plaintiff will request a service award of up to \$5,000 total for his service as Class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiff. This service award will not be paid out of the Settlement Fund.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

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

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against the Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the Defendant or its related entities regarding the claims in the Action. The Settlement Agreement, available at seattlearenafeesettlement.com, contains the full terms of the release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Settlement Class. If you exclude yourself from the settlement, you will not be entitled to receive any money from this lawsuit.

14. *How do I exclude myself from the Settlement?*

If you do not want to be legally bound by the Settlement, you must exclude yourself. If you want to be excluded, you must either **submit a request for exclusion to the Settlement Administrator through the mail**. To be valid, the request for exclusion shall state: (1) the name of the proceeding; (2) your full name, current address, and personal signature, and (3) the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication. All requests for exclusion shall be made **no later than _____, 2024**, and in the case of any request for

exclusion by mail, must be **postmarked no later than _____, 2024**. Requests for exclusion by mail must be sent to:

Meholic v. Seattle Arena Company Settlement
[Settlement address]

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive any benefit under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against the Defendant based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel's request for an award of attorneys' fees and costs, and the service award to the Named Plaintiff. Any Settlement Class Member who does not file a timely and adequate objection waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must mail **a written objection to the Settlement Administrator, Class Counsel, and the Defendant's Counsel to be filed with Court at the address set forth below no later than (i.e., postmarked by) _____, 2024.**

Meholic v. Seattle Arena Company Settlement
[physical address]

Any written objections must contain: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

If You Do Not Timely Make Your Objection, You Will Be Deemed to Have Waived All Objections and Will Not Be Entitled to Speak at the Final Approval Hearing.

If you submit a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing,

you must include on your timely and valid objection a statement substantially similar to “Notice of Intent to Appear.”

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

17. *What is the Final Approval Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff. You may attend, but you do not have to appear.

18. *When and where is the Final Approval Hearing?*

The Court will hold a Fairness Hearing on _____, 2024, at [time] Pacific Standard Time before the Honorable [Judge] in Courtroom [Courtroom number] of the Superior Court of Washington, County of King, located at 516 3rd Ave., Seattle, WA 98104. The hearing may be moved to a different date or time without additional notice, so please check for updates at seattlearenafeesettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay the Settlement Class Representatives and the lawyers representing Settlement Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Final Approval Hearing only

if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

IF YOU DO NOTHING

20. *What happens if I do nothing at all?*

If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.

ADDITIONAL INFORMATION

21. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at seattlearenafeesettlement.com. Alternatively, you may contact the Settlement Administrator at the email address: [email address], by phone: XXX-XXX-XXXX, or by mail: [physical address].

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at 516 Third Ave., Room E-609, Seattle, WA 98104. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

22. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may update your contact information at the Settlement Website, seattlearenafeesettlement.com, or email [email address], or write to the address below:

Meholic v. Seattle Arena Company Settlement

[physical address]

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

SIGNATURE CERTIFICATE



REFERENCE NUMBER

62F86908-C3FD-47AB-B2BF-472A4916B34F

TRANSACTION DETAILS

Reference Number

62F86908-C3FD-47AB-B2BF-472A4916B34F

Transaction Type

Signature Request

Sent At

08/21/2024 18:54 EDT

Executed At

08/26/2024 13:35 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

3ba941e8ddd7d04752712f977bc12f9085acdc705a8edefd6516a7ce4d3fe12f

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

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1698ed63d58cf604d769e9616e9df38ecf72406a660f0c47a0a1602b4173aba8

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Michael Meholic</p> <p>Email mjmholic@gmail.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum a4918f15d9a311218ff501b534e7103ab39c4223fba1eb0ec210853dd0eb73c</p> <p>IP Address 71.212.147.100</p> <p>Device Chrome via Mac</p> <p>Typed Signature </p> <p>Signature Reference ID 04FBE55B</p>	<p>Viewed At 08/26/2024 13:32 EDT</p> <p>Identity Authenticated At 08/26/2024 13:35 EDT</p> <p>Signed At 08/26/2024 13:35 EDT</p>
<p>Name Kaleigh N. Boyd</p> <p>Email kboyd@tousley.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 553cad5d3b30052290f8290aecdac6cf9910e838dac0bc53dfafc157eb59066b1</p> <p>IP Address 65.152.161.130</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 7A2EA033</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 08/21/2024 18:57 EDT</p> <p>Identity Authenticated At 08/21/2024 18:58 EDT</p> <p>Signed At 08/21/2024 18:58 EDT</p>

AUDITS

TIMESTAMP	AUDIT
08/21/2024 18:54 EDT	Linsey Teppner (lteppner@tousley.com) created document 'Meholic_v_SAC_FINAL_Settlement_Agreement_8_21_2024.pdf' on Chrome via Windows from 65.152.161.130.
08/21/2024 18:54 EDT	Kaleigh N. Boyd (kboyd@tousley.com) was emailed a link to sign.
08/21/2024 18:54 EDT	Michael Meholic (mjmholic@gmail.com) was emailed a link to sign.
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