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

MICHAEL MEHOLIC, individually and on  
behalf of himself and all other similarly situated,

Plaintiff,

v.

SEATTLE ARENA COMPANY, LLC,

Defendant.

Case No. 23-2-20824-2

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL

Plaintiff, by unopposed motion, has submitted a proposed Class Action Settlement Agreement ("Settlement Agreement") to the Court for review. Having reviewed the Settlement Agreement and Plaintiff's motion and supporting declarations, the Court FINDS, CONCLUDES, and ORDERS as follows:

1. The Court concludes that the Settlement Agreement is the result of arms-length negotiations between the parties after contested litigation. The Settlement Agreement has no obvious defects and is within the range of possible settlement approval, such that the terms are reasonable and notice to the Class is appropriate. Capitalized terms appearing in this Order have the same meaning as used in the Settlement Agreement.

2. The proposed notices are to be emailed to potential Class members where emails are available, and posted on the internet in a manner calculated to reach Class members, and at a settlement website to be established by the Settlement Administrator, examples of which are

1 attached to the Settlement Agreement and are sufficient in detail to provide sufficient notice of  
2 the Settlement Agreement to the Settlement Class. The proposed plan of distribution of the  
3 notice through email and the Internet, and the establishment of a website, are likewise  
4 sufficient.

5         3.         The forms of Notice fairly, plainly, accurately, and reasonably inform  
6 Settlement Class members of: (1) appropriate information about the nature of this litigation, the  
7 Settlement, the Settlement Class definition, the identity of Class Counsel, and the essential  
8 terms of the Settlement; (2) appropriate information about Class Counsel's forthcoming  
9 application for attorneys' fees and the proposed incentive award to the Settlement Class  
10 Representative; (3) appropriate information about how to participate in the Settlement; (4)  
11 appropriate information about this Court's procedures for final approval of the Settlement, and  
12 about Settlement Class Members' right to appear through counsel if they desire; (5) appropriate  
13 information about how to challenge or opt-out of the Settlement, if they wish to do so; and (6)  
14 appropriate instructions as to how to obtain additional information regarding this litigation and  
15 the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notices inform Settlement Class  
16 Members that any Settlement Class Member who fails to opt-out will be prohibited from  
17 bringing a lawsuit against Defendant and certain entities related to Defendant based on or  
18 related to any of the claims asserted by Plaintiff.

19         4.         The Court finds that the factors of CR 23(a) are satisfied here. Defendant has  
20 identified approximately 180,000 transactions that were assessed the 3% fee between February  
21 27, 2023 and July 22, 2023, and joinder is therefore impracticable. The claims asserted by the  
22 Plaintiff are both common and typical of the claims of the class members. The Court finds no  
23 conflict of interest presented among Class Counsel or Plaintiff with the Settlement Class. In  
24 addition, the Court finds that the factors of CR 23(b) are also satisfied. The Court finds both  
25 factual questions and legal issues that are common to the Plaintiff's claims and the Settlement  
26 Class that predominate over any individualized issues. Certification of the Settlement Class for

1 settlement purposes is superior to piecemeal litigation of the Plaintiff's and Settlement Class  
2 Members' claims. The Court therefore certifies as the Settlement Class the following:

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

10 5. The Court appoints Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain  
11 Stephens, PLLC as the Proposed Settlement Class Counsel.

12 6. The Court appoints Michael Meholic as Settlement Class Representative.

13 7. The Court appoints EAG Gulf Coast, LLC as the Settlement Administrator in  
14 accordance with the terms of the Settlement Agreement, and finds, based on the Declaration of  
15 Brandon Schwartz, that EAG Gulf Coast, LLC has sufficient knowledge, skill, and expertise to  
16 effectively distribute the Notice and to handle the administration of claims to be submitted by  
17 the Settlement Class. The Settlement Administrator shall distribute Notice to the Settlement  
18 Class as provided by the Settlement Agreement.

19 8. As soon as practicable following the date of entry of this Order, the Settlement  
20 Administrator shall establish a settlement website for the posting of Notice and the Claim Form  
21 as provided in the Settlement Agreement. A copy of this Order, the amended complaint, Class  
22 Counsel's fee application, the Settlement Agreement, and Plaintiff's Motion for Preliminary  
23 Approval of the Settlement shall also be posted on the settlement website. Additional filings in  
24 the case may be posted on the site at the request of one or more of the parties.



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Presented by:

**TOUSLEY BRAIN STEPHENS PLLC**

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