

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 23, 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”)<sup>1</sup>. If the Court gives final approval to the Settlement, Seattle Arena Company (the “Defendant”) will establish a \$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 **February 14, 2025**. 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.

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

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available at [www.SeattleArenaFeeSettlement.com](http://www.SeattleArenaFeeSettlement.com).

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	The only way to get a monetary payment. Claim Forms must be submitted either online at the Settlement Website, <a href="http://www.seattlearenafeesettlement.com">www.seattlearenafeesettlement.com</a> , or by mail to the following address: PO Box 5229, Baton Rouge, LA 70821.	Deadline: <b>February 14, 2025</b>
<b>EXCLUDE YOURSELF</b>	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: <b>December 16, 2024</b>
<b>OBJECT</b>	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: <b>December 16, 2024</b>
<b>GO TO THE "FINAL APPROVAL HEARING"</b>	<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:  <b>January 24, 2025</b>  <b>9:00 a.m.</b>
<b>DO NOTHING</b>	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 21 below.

### 2. *What is this lawsuit about?*

On October 25, 2023, a class action lawsuit was filed against Defendant titled *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 23, 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 21 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 23, 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 23, 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, [www.SeattleArenaFeeSettlement.com](http://www.SeattleArenaFeeSettlement.com), email the Settlement Administrator at [info@seattlearenafeesettlement.com](mailto:info@seattlearenafeesettlement.com), or call the Settlement Administrator at 1-844-871-5300 for free help.

## **THE PROPOSED SETTLEMENT**

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

Defendant has agreed to establish a \$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 **February 14, 2025**.

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 [www.SeattleArenaFeeSettlement.com](http://www.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 PO Box 5229, Baton Rouge, LA 70821 **postmarked by February 14, 2025 or submit it online on or before 11:59 p.m. (Pacific) on February 14, 2025.**

### 9. *When will I receive my cash payment?*

As described in the Final Approval Hearing Section below, the Court will hold a hearing on January 24, 2025, at 9:00 a.m. Pacific, 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 [www.SeattleArenaFeeSettlement.com](http://www.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, [www.SeattleArenaFeeSettlement.com](http://www.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 [www.SeattleArenaFeeSettlement.com](http://www.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 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 December 16, 2024**, and in the case of any request for exclusion by mail, must be **postmarked no later than December 16, 2024**. Requests for exclusion by mail must be sent to:

Meholic v. Seattle Arena Company Settlement  
PO Box 5229,  
Baton Rouge, LA 70821

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) December 16, 2024.

Meholic v. Seattle Arena Company Settlement  
PO Box 5229,  
Baton Rouge, LA 70821

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 January 24, 2025, at 9:00 a.m. Pacific Standard Time before the Honorable Nelson K.H. Lee in Courtroom W-842 of the Superior Court of Washington, County of King, located at 516 3<sup>rd</sup> Ave., Seattle, WA 98104. The hearing may be moved to a different date or time without additional notice, so please check for updates at [www.SeattleArenaFeeSettlement.com](http://www.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 [www.SeattleArenaFeeSettlement.com](http://www.SeattleArenaFeeSettlement.com). Alternatively, you may contact the Settlement Administrator at the email address: [info@seattlearenafeesettlement.com](mailto:info@seattlearenafeesettlement.com), by phone: 1-844-871-5300, or by mail: PO Box 5229, Baton Rouge, LA 70821.

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, [www.SeattleArenaFeeSettlement.com](http://www.SeattleArenaFeeSettlement.com), or email [info@seattlearenafeesettlement.com](mailto:info@seattlearenafeesettlement.com), or write to the address below:

Meholic v. Seattle Arena Company Settlement  
PO Box 5229  
Baton Rouge, LA 70821

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

**Appendix 1**

<b>Event</b>	<b>Event Date</b>
Bruce Springsteen	2/27/2023
Cirque #1	3/2/2023
Cirque #2	3/3/2023
Cirque #3-5	3/4/2023
Cirque #6-7	3/5/2023
Stevie Nicks	3/15/2023
SZA	3/16/2023
Carrie Underwood	3/17/2023
NCAA WBB	3/24/2023
NCAA WBB	3/25/2023
NCAA WBB	3/26/2023
NCAA WBB	3/27/2023
John Mayer	4/11/2023
Phish	4/14/2023
Phish	4/15/2023
Muse	4/18/2023
NCT Dream	4/21/2023
Shania Twain	4/29/2023
Rauw Alejandro	5/6/2023
Andrea Bocelli	5/14/2023
Storm vs Aces	5/20/2023
Stars on Ice	5/23/2023
Storm vs Wings	5/26/2023
Storm vs Liberty	5/30/2023
Duran Duran	5/31/2023
The Cure	6/1/2023
Mana	6/2/2023
Storm vs Sparks	6/6/2023
Storm vs Mystic	6/9/2023
Storm vs Mystic	6/11/2023
Seattle U Grad	6/12/2023
Jurassic World	6/16/2023
Jurassic World	6/17/2023
Jurassic World	6/18/2023
Janet Jackson	6/21/2023
Champions of Change	6/23/2023
Blink 182	6/25/2023
Storm vs Sky	7/22/2023
Dude Perfect	7/23/2023