

Honorable Nelson K.H. Lee
Hearing Date: January 24, 2025
Hearing Time: 9:00 a.m.
With Oral Argument

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,

Defendant.

NO. 23-2-20824-2

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL AND
MOTION FOR AWARD OF FEES,
COSTS, AND SERVICE AWARD

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiff Michael Meholic (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Seattle Arena Company (“SAC” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, that was approved by this Court;

WHEREAS, Plaintiff has made an application, pursuant to Rule 23 of the Washington Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiff as Class Representatives, appointing Class Counsel as counsel for the

1 Settlement Class, appointing Eisner Advisory Group, LLC (“EAG”) and allowing notice to
2 Settlement Class Members as more fully described herein;

3 **WHEREAS**, the Court granted Plaintiff’s application for an order preliminarily
4 approving the Settlement on September 17, 2024.

5 **WHEREAS**, Plaintiff has made an application, pursuant to Rule 23 of the Washington
6 Rules of Civil Procedure, for a Final Order approving the Settlement in accordance with the
7 Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,
8 appointing Plaintiff as Class Representative, appointing Class Counsel as counsel for the
9 Settlement Class, appointing Eisner Advisory Group, LLC, and allowing notice to Settlement
10 Class Members as more fully described herein;

11 **WHEREAS**, the Court has read and considered: (a) Plaintiff’s Unopposed Motion for
12 Final Approval of Class Action Settlement, and the papers filed and arguments made in
13 connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and (c)
14 the Declaration of Brandon Schwartz Regarding Notice Plan Implementation and Settlement
15 Administration and (d) the Declaration of Kaleigh N. Boyd in Support of Plaintiff’s Motion for
16 Award of Fees, Costs, and Service Award.

17 **WHEREAS**, on January 24, 2025, the Court held a Final Fairness Hearing to determine
18 whether the proposed settlement is fair, reasonable and adequate and whether judgment should
19 be entered dismissing this Action with prejudice. The Court reviewed (a) Plaintiff’s Unopposed
20 Motion for Final Approval of Class Action Settlement and Plaintiff’s Motion for an Award of
21 Attorneys’ Fees, Costs and Service Award (together, the “Motions”) and all supporting materials,
22 including but not limited to the Settlement Agreement and the exhibits thereto; (b) any objections
23 filed with or presented to the Court; and (c) the Parties’ responses to any objections. The Court
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1 also considered the oral argument of counsel and any objectors who appeared. Based on this
2 review and the findings below, the Court finds good cause to grant the Motions.

3 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

4 1. The Court has jurisdiction over the subject matter of this Litigation, all claims
5 raised therein, and all Parties thereto, including the Settlement Class.
6

7 2. The Settlement Agreement is fair, reasonable, adequate and in the best interests
8 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in
9 good faith and without collusion, by capable and experienced counsel, with full knowledge of
10 the facts, the law, and the risks inherent in litigating the Action, and with the active involvement
11 of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement
12 Class Members, is not contrary to the public interest, and will provide the Parties with repose
13 from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued
14 litigation of this matter, which further supports the Court's conclusion that the settlement is fair,
15 reasonable, adequate and in the best interests of the Settlement Class Members.
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17 3. The Court grants final approval of the Settlement Agreement in full, including but
18 not limited to the releases therein and the procedures for effecting the Settlement. All Settlement
19 Class Members who have not excluded themselves from the Settlement Class are bound by this
20 Final Approval Order and Judgment.
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22 4. The Parties shall carry out their respective obligations under the Settlement
23 Agreement in accordance with its terms. The relief provided for in the Settlement Agreement
24 shall be made available to the various Settlement Class Members submitting valid Claim Forms,
25 pursuant to the terms and conditions in the Settlement Agreement.
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1 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

2 5. No objections to the settlement were submitted. All persons who did not object to
3 the settlement in the manner set forth in the Settlement Agreement are deemed to have waived
4 any objections, including but not limited to by appeal, collateral attack, or otherwise.

5 6. No class member has submitted a valid opt-out request.
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7 **CERTIFICATION OF THE SETTLEMENT CLASS**

8 7. Solely for purposes of the Settlement Agreement and this Final Approval and
9 Order and Judgment, the Court hereby certifies the following Settlement Class:

10 All individuals who purchased a concession at Climate Pledge Arena between
11 February 27, 2023 and July 22, 2023 and were assessed a 3% fee. The Settlement
12 Class specifically excludes: (i) Defendant and its officers and directors; (ii) all
13 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.

14 8. The Court incorporates its preliminary conclusions in the Preliminary Approval
15 Order regarding the satisfaction of Rule 23 of the Washington Rules of Civil Procedure. Because
16 the Settlement Class is certified solely for purposes of settlement, the Court need not address any
17 issues of manageability for litigation purposes.
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19 9. The Court grants final approval to the appointment of Representative Plaintiff
20 Michael Meholic as Class Representative of the Settlement Class and concludes that he has fairly
21 and adequately represented the Settlement Class and shall continue to do so.

22 10. The Court grants final approval to the appointment of Kaleigh N. Boyd of Tousley
23 Brain Stephens PLLC as Class Counsel. Class Counsel has fairly and adequately represented the
24 Settlement Classes and shall continue to do so.

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1 **NOTICE TO THE CLASS**

2 11. The Court finds that the Notice Program provided for in the Settlement Agreement
3 and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable
4 under the circumstances; (ii) was reasonably calculated to provide, and did provide due and
5 sufficient notice to the Settlement Class regarding the existence and nature of the Action,
6 certification of the Settlement Class for settlement purposes only, the existence and terms of the
7 Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from
8 the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under
9 the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil
10 Procedure, the United States Constitution, and all other applicable law.

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12 **ATTORNEYS' FEES AND COSTS, SERVICE AWARD**

13 12. The Court awards Class Counsel \$57,500 for attorneys' fees and \$990.66 for
14 reimbursement of costs and expenses. The Court finds this amount to be fair and reasonable.
15 Payment shall be made pursuant to Section XIV of the Settlement Agreement.

16 13. The Court awards a Service Award of \$5,000 to Plaintiff Michael Meholic. The
17 Court finds this amount is justified by his service to the Settlement Class. Payment shall be made
18 pursuant to Section XIII of the Settlement Agreement.

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20 **RELEASE**

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22 14. Each Settlement Class member, including the Class Representative, are be
23 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
24 released, relinquished, and discharged all Released Claims as defined in the Settlement
25 Agreement and including Unknown Claims. The full terms of the release described in this
26 paragraph are set forth in Section XII of the Settlement Agreement and are specifically
27 approved and incorporated herein by this reference (the "Release"). Further, upon the Effective

1 Date, and to the fullest extent permitted by law, each Settlement Class Member, including
2 Plaintiff, shall directly, indirectly, or in any representative capacity, be permanently barred and
3 enjoined from commencing, prosecuting, or participating in any recovery in any action in this
4 or any other forum (other than participation in this Settlement Agreement as provided herein) in
5 which any of the Released Claims is asserted.

6 15. The Settlement Agreement and this Final Judgment and Order apply to all
7 claims or causes of action settled under the Settlement Agreement, and binds Class
8 Representative and all Settlement Class Members who did not properly request exclusion. The
9 Settlement Agreement and this Final Approval Order and Judgment shall have maximum res
10 judicata, collateral estoppel, and all other preclusive effect in any and all causes of action,
11 claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out
12 of or relate to the subject matter of the Cases.

13 **OTHER PROVISIONS**

14 16. The Court directs the Parties and their counsel to implement and consummate the
15 Settlement Agreement, and make available to Settlement Class Members the relief provided for
16 therein, in accordance with the Settlement Agreement's terms and provisions.

17 17. The Settlement Agreement and this Final Approval Order and Judgment, and all
18 documents, supporting materials, representations, statements and proceedings relating to the
19 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission
20 by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity
21 or certifiability for litigation purposes of the Settlement Class or any claims that were or could
22 have been asserted in the Action.

23 18. The Settlement Agreement and this Final Approval Order and Judgment, and all
24 documents, supporting materials, representations, statements and proceedings relating to the
25 settlement shall not be offered or received into evidence, and are not admissible into evidence,
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1 in any action or proceeding, except that the Settlement Agreement and this Final Approval Order
2 and Judgment may be filed in any action by any Defendant or the Settlement Class Members
3 seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

4 19. If the Effective Date does not occur for any reason, the Action will revert to the
5 status that existed before the Settlement Agreement's execution date, and the Parties shall be
6 restored to their respective positions in the Action as if the Settlement Agreement had never been
7 entered into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement
8 discussions, negotiations, or documentation, will have any effect or be admissible in evidence
9 for any purpose in the Litigation.

10 20. Without affecting the finality of this Final Approval Order and Judgment, the
11 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,
12 implementation and enforcement of the Settlement Agreement for all purposes.

13 21. The Court hereby dismisses the Action in its entirety with prejudice, and without
14 fees or costs except as otherwise provided for herein.

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18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for
19 Final Approval is GRANTED.

20 DATED this 24th day of January, 2025.

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24 Honorable Nelson K.H. Lee 

1 Presented By:

2
3 By: s/Kaleigh N. Boyd.

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Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

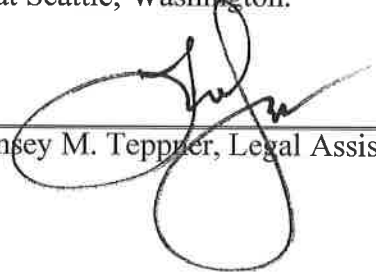
2 I, Linsey M. Teppner, declare and say that I am a citizen of the United States and resident
3 of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and
4 am competent to be a witness herein. My business address and telephone number are 1200 Fifth
5 Avenue, Suite 1700, Seattle, Washington 98101, telephone 206.682.5600.

6 On January 3, 2025, I caused to be served the foregoing document on the individual
7 named below via the methods indicated:

8 Perkins Coie LLP 9 Meeghan Dooley, WSBA #61735 10 David A. Perez, WSBA #43959 11 1201 Third Ave., Suite 4900 12 Seattle, WA 98101 13 mdooley@perkinscoie.com dperez@perkinscoie.com Attorneys for Defendant Seattle Arena Company	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> King County E-Service/Email
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14 I declare under penalty of perjury under the laws of the state of Washington and the
15 United States that the foregoing is true and correct.

16 Executed this 3rd day of January, 2025, at Seattle, Washington.

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19 _____
20 Linsey M. Teppner, Legal Assistant