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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

In re:

SEATTLE ARENA COMPANY, LLC,
Respondent.

NO. 24-2-21303-1

ASSURANCE OF DISCONTINUANCE

[CLERK'S ACTION REQUIRED]

I. INTRODUCTION

The State of Washington (State), by and through its attorneys, Robert W. Ferguson, Attorney General, and Daniel Davies, Assistant Attorney General, files this Assurance of Discontinuance pursuant to the Consumer Protection Act (CPA), RCW 19.86.100.

This Assurance of Discontinuance resolves the State's concerns that Seattle Arena Company, LLC engaged in unfair or deceptive acts or practices under RCW 19.86.020 with respect to the conduct described herein.

II. DEFINITIONS

"Seattle Arena Company" means Seattle Arena Company, LLC, and its parent companies, affiliates and subsidiaries, as well as their respective assignees and successors that participate in the promotion, offering, marketing, or sales of concessions products to Washington consumers at the arena located at 334 1st Ave N, Seattle, Washington 98109, and currently known as Climate Pledge Arena ("Climate Pledge Arena").

1 **III. INVESTIGATION**

2 Seattle Arena Company is a Washington-based limited liability company that operates
3 Climate Pledge Arena in Seattle, Washington.

4 At Climate Pledge Arena, Seattle Arena Company offers various concessions products
5 to consumers, including food and beverages.

6 The State conducted an investigation of Seattle Arena Company's business practices
7 relating to a fee charged to some consumers when purchasing concessions products at Climate
8 Pledge Arena.

9 The investigation established that beginning February 27, 2023, Seattle Arena Company
10 collected a 3% fee on certain food and beverage transactions (the "transaction fee"). The
11 transaction fee was not disclosed on menu boards or at some point-of-sale machines. Seattle
12 Arena Company permanently discontinued the fee on July 22, 2023.

13 **IV. ASSURANCE OF DISCONTINUANCE**

14 The State deems that the following constitute unfair or deceptive acts or practices in trade
15 or commerce that violate the Washington Consumer Protection Act, RCW 19.86.020: Charging
16 consumers a fee that is not clearly and conspicuously disclosed to consumers in advertisements
17 or other materials referencing a product's price, and before the point of sale.

18 Seattle Arena Company does not admit that the practices described herein constitute
19 unfair or deceptive acts or practices in trade or commerce that violate the Washington Consumer
20 Protection Act, RCW 19.86.020. Nevertheless, Seattle Arena Company agrees it has
21 discontinued charging the transaction fee and will not engage in the following practice in the
22 future: Charging consumers a fee without clearly and conspicuously disclosing the fee in
23 advertisements or other materials referencing a product's price, and before the point of sale.

24 **V. PAYMENT TO STATE**

25 Within thirty days of entry of this Assurance of Discontinuance, Seattle Arena Company
26 shall pay \$315,000 to the Attorney General of Washington. The Attorney General shall use the

1 payment for recovery of its fees and costs in investigating this matter, monitoring compliance with
2 this Assurance of Discontinuance, future enforcement of RCW 19.86, or for any lawful purpose in
3 the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

4 **VI. RELEASE**

5 Upon entry of this Assurance of Discontinuance, the Attorney General's Office releases
6 Seattle Arena Company from all civil claims, causes of action, damages, restitution, fines, costs,
7 and penalties under RCW 19.86, arising from or related to the conduct and/or practices
8 referenced in this Assurance of Discontinuance.

9 **VII. ADDITIONAL PROVISIONS**

10 The fee referenced in this Assurance of Discontinuance is also the subject of a class
11 action entitled *Meholic v. Oak View Group, LLC*, King County Sup. Ct., No. 23-2-20824-2 SEA
12 (the "Class Action"). The proposed Class Action settlement establishes a claim fund in the
13 amount of \$162,971.16 for impacted consumers. Eligible claimants shall be entitled to make a
14 claim for \$10.00 plus the amount of the fee that they paid, or, if the fee cannot be determined,
15 \$1.00. Payments to consumers are prorated if claims reach the \$162,971.16 cap. Any unclaimed
16 funds shall go to *cy pres* relief. These are referred to herein as the "Restitution Terms." If for
17 any reason the Restitution Terms in the Class Settlement are not approved by the court, this
18 Assurance of Discontinuance shall be null and void and the parties shall not be bound under the
19 Assurance of Discontinuance or any documents executed in connection therewith.

20 Following the court's preliminary approval of the Class Settlement, the State shall
21 promptly seek entry of this Assurance of Discontinuance by the King County Superior Court for
22 the State of Washington.

23 Failure to satisfy the restitution terms of the Class Settlement, shall be considered a
24 violation of this Assurance of Discontinuance.

25 This Assurance of Discontinuance shall not be considered an admission of a violation of
26 the Consumer Protection Act, ch. 19.86 RCW, or any other law or statute for any purpose.

1 This Assurance of Discontinuance is binding on Seattle Arena Company and its officers,
2 agents, servants, employees, and attorneys, and upon all other persons acting in concert or
3 participating with Seattle Arena Company in conducting its business.

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6 APPROVED on this ____ day of _____, 2024.

7
8 JUDGE/COURT COMMISSIONER

9 Presented by:

10 ROBERT W. FERGUSON
11 Attorney General

12 s/Daniel Davies
13 Daniel Davies, WSBA #41793
14 Assistant Attorney General
15 Attorneys for State of Washington
16 Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 254-0559

17 Agreed to and approved for entry by:

18
19 s/David Perez
20 David Perez, WSBA #43959
21 Perkins Coie LLC
22 Attorneys for Seattle Arena Company, LLC
1201 Third Avenue, Suite 4900
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