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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.

OAK VIEW GROUP, LLC,

Defendant.

NO.

**CLASS ACTION COMPLAINT FOR
VIOLATION OF THE
WASHINGTON CONSUMER
PROTECTION ACT, RCW § 19.86,
ET SEQ.**

Plaintiff Michael Meholic, individually and on behalf of all others similarly situated, alleges, upon personal knowledge as to his own actions and his counsel’s investigations, and upon information and belief as to all other matters, as follows:

I. INTRODUCTION

1. Climate Pledge Arena (the “Arena”) is an entertainment venue in the heart of Seattle, Washington that is majority owned and operated by Defendant Oak View Group LLC (“Oak View” or “OVG”). The Arena is well known for hosting not only live concerts, but also comedians, sporting events (including the Seattle Kraken), and other performers. It has a capacity for anywhere from 17,200 to 18,300 patrons depending on the type of event.

2. Oak View purports to be “a positive disruption to business as usual in the sports,

1 live entertainment, and hospitality industries.”¹

2 3. Contrary to being a “positive disruption” in the industry, however, until very
3 recently Oak View has been charging its customers an undisclosed 3% service charge fee when
4 they purchased concessions at non-Kraken events.

5 4. The 3% service fee was not included in the listed price of the items purchased by
6 patrons of events operated by Oak View at the Arena, and patrons were not notified such a fee
7 would be added to the total amount paid.

8 5. Nevertheless, during the spring of 2023, patrons who purchased concessions at
9 events operated by Oak View at the Arena were assessed this 3% fee without notice.

10 6. As a result of Oak View’s conduct, Plaintiff and members of the proposed Class
11 have paid more for concessions than they agreed to be charged.

12 7. Climate Pledge Arena had an obligation to notify its patrons a 3% fee would be
13 added to their purchase. In failing to do so, Oak View fell short of Plaintiff’s and Class member’s
14 reasonable expectations in their transactions—and failed to charge only the amounts that patrons
15 had agreed to pay.

16 8. As a result, Plaintiff and members of the proposed Class have been injured and
17 damaged. Accordingly, Plaintiff brings suit, on his own behalf and on behalf of a Class of all
18 others similarly situated, to seek redress for Oak View’s conduct.

19 **II. PARTIES**

20 9. Plaintiff Michael Meholic is an individual and resident of King County,
21 Washington. Plaintiff Meholic purchased concessions at the Arena in April 2023 at a non-Kraken
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24 ¹ See “Who is Oak View Group,” <https://climatepledgearena.com/frequently-asked-questions/> (last visited Oct. 19, 2023).

1 concert event operated by Oak View.

2 10. Defendant Oak View Group LLC is a California limited liability company doing
3 business in Seattle, Washington.

4 **III. JURISDICTION AND VENUE**

5 11. Jurisdiction is appropriate in this Court pursuant to RCW 2.08.010.

6 12. This Court has personal jurisdiction over Defendant Oak View Group because it
7 transacts substantial business in this county and Plaintiff's cause of action arose from Defendant
8 Oak View Group's conduct in this county.

9 13. Venue is proper in this county because the damage giving rise to Plaintiff's claims
10 occurred in this county and Defendant resides in this county under RCW 4.12.025.

11 **IV. FACTUAL BACKGROUND**

12 14. The Arena is one of Seattle's premier venues for live entertainment and sporting
13 events, home to both Seattle's professional hockey and basketball teams. Recently renovated and
14 updated, the Arena was re-opened to the public in 2021.

15 15. Like most other entertainment venues, the Arena offers concessions to those
16 attendings events, including food and beverages.

17 16. As the majority owner and operator of the Arena, Oak View is responsible for
18 running the concessions stands throughout the Arena.

19 17. Oak View operates the Arena as a cashless venue, which means patrons wishing
20 to purchase a concession must either use a credit card or another form of cashless payment. If a
21 patron has cash, they must use Oak View's reverse ATM that converts cash into a debit card one
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1 can use for payment.²

2 18. During the spring of 2023, if not before, patrons who bought concessions from
3 various vendors at the Arena were being charged a hidden fee of 3% by Oak View for their
4 purchases. This 3% fee was not included in the displayed price for the item to be purchased. Oak
5 View also failed to inform patrons through any type of signage that an additional 3% fee would
6 be added to the items displayed price. When patrons were in the process of purchasing
7 concessions at these vendors, the point-of-sale device did not advise of the 3% fee that was to be
8 added to the total purchase price.³

9 19. The 3% fee was ultimately added to the total price patrons would end up paying
10 for their concessions.

11 20. Patrons, in other words, paid a different price for their concessions than they
12 agreed to pay. While patrons expect to pay the listed price for an item plus sales tax, they certainly
13 do not expect to pay—nor have they agreed to pay—for a 3% charge that is not disclosed.

14 21. Worse, Oak View took steps to ensure that the Arena’s customers would know
15 nothing about the charge even after their purchases. Oak View does not automatically provide
16 receipts when a concession is purchased; patrons are required to affirmatively ask for a receipt
17 to receive one.⁴ Only upon requesting a receipt, after payment, would a patron be alerted to the
18 3% charge that had been added to their purchase, and only then if they were scrutinizing their
19 receipt for undisclosed charges.

20 22. As a result of Oak View’s hidden 3% fee, patrons of the Arena’s events who
21 bought concessions were unknowingly paying additional money for their purchases.

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23 ² [https://www.kiro7.com/news/local/climate-pledge-cuts-hidden-fee-after-jesse-jones-
investigates/BNT7MVZ4WJE3VESKLJMW6AXAKM/](https://www.kiro7.com/news/local/climate-pledge-cuts-hidden-fee-after-jesse-jones-investigates/BNT7MVZ4WJE3VESKLJMW6AXAKM/)

24 ³ *Id.*

⁴ *Id.*

1 **Plaintiff Michael Meholic’s Individual Allegations**

2 23. Plaintiff Meholic attended a concert at the Arena operated by Oak View on April
3 16, 2023.

4 24. While attending the concert, Plaintiff Meholic purchased various concessions,
5 including craft beer, cocktails, and pizza. These items were purchased at different food and drink
6 vendors.

7 25. Plaintiff Meholic was assessed a 3% fee on each of his transactions for
8 concessions, which he unwittingly paid in addition to the advertised concession prices. None of
9 the vendors from which Plaintiff Meholic made purchases notified him that a 3% fee would be
10 assessed on his purchase through signage, verbally, or on a point-of-sale device.

11 26. To purchase the concessions Plaintiff Meholic used a credit card. He was not
12 given a receipt for his purchase and was not offered one.

13 **V. CLASS ACTION ALLEGATIONS**

14 27. Plaintiff brings this action individually and behalf of a class (the “Class”)
15 preliminarily defined as:

16 All individuals who purchased a concession at the Arena and were assessed a 3%
17 fee without notice prior to their purchase.

18 28. Excluded from the Class are Defendant; any agent, affiliate, parent or subsidiary
19 of the Defendant; any other owner of the Arena, including but not limited to the city of Seattle;
20 any entity in which the Defendant has a controlling interest; any officer or director of the
21 Defendant; and any Judge to whom this case is assigned as well as his or her staff and immediate
22 family.

23 29. Plaintiff reserves the right to amend the class definition.

24 30. This action satisfies the numerosity, commonality, typicality, and adequacy

1 requirements of CR 23.

2 a) **Numerosity.** Plaintiff is a representative of the proposed Class that is so
3 numerous that individual joinder of all Class members is impracticable. While Plaintiff
4 cannot know the exact number of Class members without discovery, Oak View operated
5 dozens, if not hundreds, of events at the Arena during the time it was charging an
6 undisclosed 3% fee, meaning that thousands of patrons purchased concessions subject to
7 the undisclosed 3% fee.

8 b) **Ascertainability.** Class members are readily identifiable from
9 information in Defendant's possession, custody, or control, including credit card receipts
10 from the point of purchase.

11 c) **Typicality.** Plaintiff's claims are typical of Class members' claims
12 because each arises from purchases made at the Arena that included an undisclosed 3%
13 fee.

14 d) **Adequacy.** Plaintiff will fairly and adequately protect the interests of the
15 proposed Class. His interests do not conflict with Class members' interests, and he has
16 retained counsel experienced in complex class action litigation to prosecute this action
17 vigorously on behalf of the Class.

18 e) **Commonality.** Plaintiff's and Class members' claims raise predominantly
19 common factual and legal questions that can be answered for all Class members through a single
20 class-wide proceeding. For example, to resolve any Class member's claims, it will be necessary
21 to answer the following questions:

- 22 A. Whether Defendant assessed patrons who purchased concessions a 3% fee
23 without notice;

- 1 B. Whether Defendant failed to inform or notify customers that an additional 3% fee
2 would be added to the price they paid for their purchase;
- 3 C. Whether Defendant represented the cost of concessions at events with prices that
4 did not include a 3% service fee;
- 5 D. Whether Defendant fraudulently concealed and/or omitted the 3% service fee
6 from patrons;
- 7 E. Whether Defendant's concealment and/or omission affected the public interest;
- 8 F. Whether Defendant's practices were unfair or deceptive.
- 9 G. Whether patrons who purchased concessions at an event at the Arena ended up
10 paying more than they intended because the 3% service fee was added to their
11 purchase without notice; and
- 12 H. Whether Plaintiffs and Class are entitled to damages, treble damages, attorneys
13 fees', costs, and injunctive relief.

14 f) **Predominance and Superiority.** In addition to satisfying the prerequisites of CR
15 23(a), the action satisfies the requirements for maintaining a class action under CR 23(b).
16 Common questions of law and fact predominate over any questions affecting only individual
17 members, and a class action is superior to individual litigation or any other available methods for
18 the fair and efficient adjudication of the controversy.

19 31. In the alternative, class certification is appropriate because Defendant has acted
20 or refused to act on grounds generally applicable to the class, thereby making final injunctive
21 relief appropriate with respect to the members of the Class as a whole.

1 **VI. CLAIM FOR RELIEF**
2 **Violation of the Washington Consumer Protection Act, RCW § 19.86, et seq.**
3 **(On behalf of Plaintiff and the Class against Defendant)**

4 41. Plaintiff incorporates by reference all foregoing factual allegations.

5 42. Defendant is a “person” within the meaning of the Washington Consumer
6 Protection Act, RCW 19.86.010(1), and it conducts “trade” and “commerce” within the meaning
7 of RCW 19.86.010(2). Plaintiff and other members of the Class are “persons” within the meaning
8 of RCW 19.86.010(1).

9 43. Defendant engaged in an unfair or deceptive act that affects public policy by
10 charging patrons an undisclosed 3% fee for concessions.

11 44. Defendant charged an undisclosed 3% fee in the course Defendant’s trade or
12 commerce, insofar as it charged the fee when it sold concessions at events at the Arena.

13 37. Defendant’s failure to provide patrons with timely notice that it would charge a
14 3% fee for concessions is unfair because this act and practice caused patrons to pay more for
15 their concessions than what was advertised to them, and it caused patrons to pay more than they
16 agreed to pay. This unfair practice is unethical, immoral, oppressive, and/or unscrupulous.

17 38. Defendant’s unfair acts have injured a substantial portion of the public.
18 Defendant’s general course of conduct as alleged herein is injurious to the public interest, and
19 the acts complained of herein are ongoing and/or have a substantial likelihood of being repeated.

20 39. As a direct and proximate result of Defendant’s unfair acts and practices, Plaintiff
21 and Class members suffered injury in fact.

22 40. As a result of Defendant’s conduct, Plaintiff and members of the Class have
23 suffered actual damages, including the additional 3% fee assessed to purchases that they made at
24 the Arena.

1 41. Plaintiff and Class members are entitled to an order enjoining the conduct
2 complained of herein and ordering Defendant to take remedial measures to prevent similar fees
3 being assessed to patrons of events without notice; actual damages; treble damages pursuant to
4 RCW 19.86.090; costs of suit, including reasonable attorneys' fees; and such further relief as the
5 Court may deem proper.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff makes the following prayer for relief, individually and on
8 behalf of the proposed Class:

- 9 A. An order certifying the proposed Class pursuant to Civil Rule 23 and appointing
10 Plaintiff and his counsel to represent the Class;
- 11 B. An order awarding Plaintiff and Class members monetary relief, including actual
12 damages and treble damages for each Class member, not to exceed \$25,000 per
13 Class member;
- 14 C. Equitable relief enjoining Defendant from engaging in the wrongful conduct
15 complained of herein and compelling Defendant to notify patrons of any future
16 fees assessed on their purchases prior to purchase;
- 17 D. An award of costs of suit and attorneys' fees, as allowed by law;
- 18 E. An award of pre-judgment and post-judgment interest, as provided by law;
- 19 F. Leave to amend this Complaint to conform to the evidence produced at trial; and
- 20 G. Such other and further relief as this Court may deem just and proper.

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Dated: October 25, 2023

Respectfully submitted,

TOUSLEY BRAIN STEPHENS PLLC

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Seattle Kraken Arena Operator Charges Hidden Service Fees, Class Action Claims](#)
