

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

ALEXANDER GARNER, on behalf of
himself and the putative class,

Plaintiff,

v.

ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP d/b/a Aramark
Sports & Entertainment and d/b/a Aramark,
and Does 1-10

Defendants.

Case No: 2025-CAB-007444

Judge: Hon. James A. Crowell

**MEMORANDUM IN SUPPORT OF CONSENT MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	2
III.	THE SETTLEMENT AGREEMENT	3
	A. The Settlement Class and Relief.....	3
	B. Settlement Administrator and Administration Costs	4
	C. Settlement Class Member Release.....	5
	D. Proposed Plan of Notice.....	5
	E. Opt-outs and Objections	6
	F. Attorneys’ Fees, Costs, and Service Award.....	8
IV.	LEGAL STANDARD FOR PRELIMINARY APPROVAL	8
V.	ARGUMENT	9
	A. The Settlement Class should be preliminarily certified for settlement purposes....	9
	1. Rule 23(a).....	9
	2. Rule 23(b)	11
	B. The proposed Settlement is fair, reasonable, and adequate.	11
	1. Class Counsel and the Class Representative have adequately represented the Settlement Class.....	12
	2. The proposal was negotiated at arm’s length.....	13
	3. The relief provided for the Settlement Class is excellent.	13
	4. The Settlement treats Settlement Class Members equitably.....	16
	C. The Notice is the best notice practicable under the circumstances.....	16
VI.	PROPOSED SCHEDULE OF EVENTS.....	17
VII.	CONCLUSION.....	17

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Blackman v. District of Columbia</i> , 454 F. Supp. 2d 1 (D.D.C. 2006)	13
<i>Coleman v. District of Columbia</i> , 306 F.R.D. 68 (D.D.C. 2015)	9
<i>In re Domestic Airline Travel Antitrust Litig.</i> , 378 F. Supp. 3d 10 (D.D.C. 2019)	12, 14
<i>In re Rail Freight Fuel Surcharge Antitrust Litig.</i> , 287 F.R.D. 1 (D.D.C. 2012)	10
<i>Keepseagle v. Vilsack</i> , 102 F. Supp. 3d 205 (D.D.C. 2015)	12
<i>Nat’l Veterans Legal Servs. Program v. United States</i> , 235 F. Supp. 3d 32 (D.D.C. 2017)	12
<i>Radosti v. Envision EMI, LLC</i> , 717 F. Supp. 2d 37 (D.D.C. 2010)	9, 13, 15
<i>Radosti v. Envision EMI, LLC</i> , 760 F. Supp. 2d 73 (D.D.C. 2011)	16
<i>Randle v. SunTrust Bank, Inc.</i> , 2024 WL 706807 (D.D.C. Feb. 21, 2024)	14, 15
<i>Richardson v. L’Oreal USA, Inc.</i> , 991 F. Supp. 2d 181 (D.D.C. 2013)	10
<i>Stephens v. Farmers Rest. Grp.</i> , 329 F.R.D. 476 (D.D.C. 2019)	11, 12
<i>Stephens v. US Airways Grp., Inc.</i> , 102 F. Supp. 3d 222 (D.D.C. 2015)	13
<i>Trombley v. Nat’l City Bank</i> , 759 F. Supp. 2d	15
<i>Trombley v. Nat’l City Bank</i> , 826 F. Supp. 2d 179 (D.D.C. 2011)	10, 11, 14, 15
<i>United States v. MTU Am. Inc.</i> , 105 F. Supp. 3d 60 (D.D.C. 2015)	12

Statutes

D.C. Code § 28-3901	1
D.C. Code § 28-3905(k).....	2, 14

Rules

Super. Ct. Civ. R. 23(a)(1).....	9
Super. Ct. Civ. R. 23(a)(2).....	9
Super. Ct. Civ. R. 23(a)(3).....	10
Super. Ct. Civ. R. 23(a)(4).....	10, 12
Super. Ct. Civ. R. 23(b)	11
Super. Ct. Civ. R. 23(b)(3).....	11
Super. Ct. Civ. R. 23(e).....	8
Super. Ct. Civ. R. 23(e)(2).....	9
Super. Ct. Civ. R. 23(e)(2)(C).....	14
Fed. R. Civ. P. 23	9

I. INTRODUCTION

Plaintiff Alexander Garner, on behalf of himself and a proposed Settlement Class,¹ seeks preliminary approval of a proposed Settlement of claims against Defendant Aramark Management Services, L.P. (“Defendant”) (together, the “Parties”). The Amended Complaint alleges that Defendant, which served as the primary vendor of food and beverages at Capital One Arena, violated the D.C. Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.*, by adding a Venue Fee to certain purchases that, Plaintiff alleges, was insufficiently disclosed to consumers. The Settlement consists of a common fund of \$4.5 million for consumers who paid a Venue Fee. It is an outstanding recovery at an early stage of the case, bringing immediate monetary relief to the Settlement Class.

Plaintiff requests that the Court preliminarily certify, for settlement purposes only, the proposed Settlement Class of persons who incurred a Venue Fee at Capital One Arena during the Class Period, because it satisfies the requirements of Rule 23. And Plaintiff further requests that the Court preliminarily approve the Settlement, which provides substantial monetary relief to the Settlement Class. The significant Settlement Fund will be distributed pro rata to Settlement Class Members who submit claims via a streamlined claims process intended to maximize the claims rate. This relief was secured by experienced and informed counsel after an arms-length mediation before a retired federal judge. The Settlement is fair, reasonable, and adequate under the circumstances.

Accordingly, Plaintiff requests that the Court (1) preliminarily approve the Settlement, (2) certify the Settlement Class for settlement purposes only, (3) appoint Alexander Garner as Class

¹ Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the parties’ Settlement Agreement, attached as Exhibit 1 to the Declaration of Katherine Aizpuru.

Representative, (4) appoint Katherine M. Aizpuru and F. Peter Silva of Tycko & Zavareei LLP and Wesley M. Griffith and David A. McGee of Almeida Law Group, PC as Class Counsel for purposes of settlement only, (5) appoint Eisner Amper as the Settlement Administrator, (6) direct Class Notice to be distributed to the Settlement Class, and (7) schedule a Final Approval Hearing. Defendant does not oppose the relief sought in this Motion.

II. BACKGROUND

The Complaint was filed on November 7, 2025, on behalf of a proposed class of consumers who incurred a Venue Fee while making purchases from Aramark-run concessions at Capital One Arena. An Amended Complaint was subsequently filed, substituting Plaintiff Alexander Garner for the former plaintiff, Travelers United, a public interest organization proceeding under D.C. Code § 28-3905(k)(1)(D). Plaintiff alleges that Aramark adds a mandatory, last-minute charge of 3% to food and beverage transactions—in Plaintiff’s view, a prototypical “junk fee” that serves no purpose but to deceptively part consumers from their money. Plaintiff alleges that Aramark waits until the very last stage of the transaction—the moment money changes hands—to impose its Venue Fee, leaving consumers unable to determine at the outset the prices they could expect to be charged for food and drink. Defendant denies all of these allegations.

Shortly after the Complaint was filed, the parties began to discuss early resolution, including an exchange of informal discovery and a mediation before the Honorable Diane Welsh (Ret.). The Parties agreed to stay Defendant’s deadline to respond to the complaint to allow the parties to focus on settlement negotiations.

After engaging in pre-mediation discovery, on May 26, 2026, the Parties mediated before Judge Welsh in person at the JAMS office in Philadelphia, Pennsylvania. The mediation lasted a full day (eight hours) and both sides made presentations to the mediator and all attendees. The negotiations were informed by discussions and informal discovery about the amount of fees

charged and the fee disclosures. The Parties did not reach an agreement that day, but in the following weeks continued to negotiate through Judge Welsh. In the meantime, the Parties conferred about an appropriate case schedule, including Defendant's planned motion to dismiss.

Class Counsel participated in the mediation fully informed of the merits of the Settlement Class's claims and were prepared to continue to litigate rather than accept a settlement not in the Settlement Class's best interests. After these hard-fought negotiations, the parties reached an agreement on all material terms. Class Counsel prepared the first draft of the Settlement Agreement and the parties then negotiated the precise terms and language now before the Court.

III. THE SETTLEMENT AGREEMENT

A. The Settlement Class and Relief

The Settlement Agreement proposes a Settlement Class for settlement purposes only: all individuals in the United States who made a purchase from Aramark at Capital One Arena and paid a Venue Fee between October 1, 2024 and December 31, 2025. SA § 4.1.

The Settlement Agreement provides monetary benefits in the form of a Common Fund of \$4,500,000. The Common Fund shall be used to pay for (1) all settlement payments to Settlement Class Members, (2) all Administrative Costs, (3) any taxes owed by the Settlement Fund (but not any taxes owed by individual Settlement Class Members, Plaintiff, or Class Counsel), (4) any Attorneys' Fees and Expense Award approved by the Court, and (5) any Service Award to the Plaintiff approved by the Court. *See* SA §§ 5.1-5.3, 7.1. The Settlement Agreement contemplates a secondary distribution to Settlement Class Members who submit valid Claims, if warranted based on the funds remaining after the first distribution. SA § 7.1(f). And any remaining amounts will be distributed to a *Cy Pres* Recipient, whom Class Counsel proposes to be Public Justice. SA §§ 7.1(h), 3.13.

The Settlement proposes a simple, streamlined Claims process to allow Settlement Class

Members to obtain payment from the common fund. *See* SA §§ 8.1-8.2. Settlement Class Members shall submit their Claims by completing the Claim Form available on the Settlement Website. Settlement Class Members shall have the option to (1) complete and submit a Claim Form entirely online, (2) print a Claim Form and submit it by mail to the Settlement Administrator, or (3) request that a Claim Form be mailed to them by the Settlement Administrator, which they may complete and submit through the mail. The Claim Form shall require the Settlement Class Member to sign under penalty of perjury that he or she made a purchase from concessions (which are run by Aramark) at Capital One Arena during the Class Period and paid a Venue Fee. The Claim Form shall require basic identifying information including name, address, telephone number, and email address, and shall be subject to reasonable verification by the Settlement Administrator based on the Class List provided by Defendant.

The Claim Deadline will be sixty days from the date of Notice. SA § 8.3. The Settlement Administrator will review all Claim Forms to determine their validity, and will make a reasonable attempt to communicate with Settlement Class Members to cure deficiencies. SA § 8.4-8.5. Once all timely submitted Claim Forms have been received and validated, the amount of the Settlement Payment each Settlement Class Member receives will be based on a pro rata share of the Net Settlement Fund (net of Attorneys' Fees and Expenses approved by the Court, Administrative Costs approved by the Court, and any Service Award approved by the Court). SA § 8.9. Payments will be distributed within 14 days of the Effective Date, and the Settlement Website will include the option for Settlement Class Members to receive payment electronically or by check. SA § 8.10.

B. Settlement Administrator and Administration Costs

Subject to Court approval, the Settlement Administrator is Eisner Amper, a leading class action administration firm. Aizpuru Decl. ¶ 27. The parties reviewed proposals from four

prominent settlement administrators before deciding on Eisner Amper. Aizpuru Decl. ¶ 28. Class Counsel's decision was informed by their experience supervising settlement administrators in other class actions. *Id.* The proposals included proposed email notice, a settlement website, and a claims process, as well as the option for electronic payments. *Id.* ¶¶ 28-29. These options will reduce the cost of administration and increase the speed at which Settlement Class members can be paid. *Id.*

The Settlement Administrator will oversee the Class Notice and administration of the Settlement Fund. All Administrative Costs will be paid from the Settlement Fund. SA § 10.3. Currently, the costs of notice and administration are estimated to be approximately \$80,000, though this amount may increase or decrease depending on things like the claims rate, rate of digital payment election, and email bouncebacks. Aizpuru Decl. ¶ 30.

C. Settlement Class Member Release

In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be deemed to have released the Released Parties from all claims that were or could have been asserted by the Class Representatives or Settlement Class Members arising out of the facts alleged in the Amended Complaint. SA § 21.4. The release is appropriately tailored, in that it covers claims arising from the identical factual predicate to the claims asserted in the operative Complaint.

D. Proposed Plan of Notice

The Parties' proposed Notice Plan is designed to reach as many Settlement Class Members as possible and is the best notice practicable under the circumstances of the instant case. Aizpuru Decl. ¶ 31. No later than seven (7) days after the Preliminary Approval Order is entered, Defendant will provide to the Settlement Administrator a list of known email addresses for the Settlement Class Members. This information will be maintained in strictest confidence and used solely for the

purposes of Class Notice and administration. SA § 12.1. No later than 21 days after entry of the Preliminary Approval Order, the Settlement Administrator will email to each Settlement Class Member a Class Notice, the form of which is attached as **Exhibit A** to the Settlement. SA § 12.2.

The Settlement Administrator will also establish a Settlement Website to be activated by no later than 21 days after entry of the Preliminary Approval Order which will contain the Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, and, when filed, the Motion for Attorneys' Fees, Expenses, and Service Award, as well as the Final Approval Order, if entered. SA § 12.3. The Settlement Website shall also prominently display a copy of the Class Notice, and will include a Spanish language translation of the Class Notice. *Id.* The Settlement Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties. *Id.* The Settlement Administrator shall establish a toll-free number where Settlement Class Members may obtain information about the Settlement and the Action. SA § 12.5. The Settlement Administrator shall also establish an email address where Settlement Class Members can contact the Settlement Administrator with questions or to request that a copy of the Class Notice or a Claim Form be mailed to them. SA § 12.6.

E. Opt-outs and Objections

The Class Notice will advise Settlement Class Members of their right to opt out of the Settlement or to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses and/or Service Award to the Plaintiff, and of the associated deadlines. SA §§ 13 (opt outs), 14 (objections). The Parties propose that the Opt-Out Deadline and Objection Deadline both be sixty days from the Notice Deadline.

In order to opt out, the Settlement Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice, a written request to opt out that is

postmarked no later than the Opt-Out Deadline. SA § 13.2. The request to opt out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Mass or class opt outs shall be void. SA § 13.3. A Class Member who submits a both Claim and a request to opt out shall be deemed to have chosen to remain in the Settlement Class and will be bound by this Agreement. If the Claim is valid, the Class Member will receive a Settlement Payment. SA § 13.6.

Any Settlement Class Member may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline. SA § 14.3. The written objection must be filed with the Clerk of Court by no later than the Objection Deadline. SA § 14.3. The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear and speak at the Final Approval Hearing. SA § 14.4.

Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with this Section and the Class Notice may appear, in person or by counsel, and speak at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear and speak at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by

the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Agreement and Class Notice shall not be entitled to speak at the Final Approval Hearing and raise any objections. SA § 14.8.

F. Attorneys' Fees, Costs, and Service Award

The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys' fees, as well as documented, customary costs incurred by Class Counsel. SA § 9. Class Counsel may seek up to one third (33.33%) of the Settlement Fund plus reasonable expenses incurred in the litigation. SA § 9.1. If approved by the Court, Class Counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within fourteen (14) days of entry of the Final Approval Order and agree to hold that sum in trust until the Effective Date. SA § 9.2. Any Attorneys' Fees and Expenses approved by the Court will be paid from the Settlement Fund. SA § 7.1.

Prior to the deadline to Opt Out or Object, Class Counsel will file a motion for attorneys' fees and expenses explaining why the Attorneys' Fees and Expenses sought are reasonable. There is no clear-sailing provision.

Class Counsel may also petition the Court for up to \$2,500 for Plaintiff Alexander Garner as compensation for his time and effort in the Action. SA § 9.4. Any approved award will be deducted from the Settlement Fund prior to distribution to the Settlement Class. SA § 7.1.

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL

Superior Court Rule 23(e) provides that a class action "may be settled...or compromised only with the court's approval. The court must direct notice...to all class members who would be bound by the proposal if...the court will likely be able to (i) approve the proposal under Rule

23(e)(2); and (ii) certify the class for purposes of judgment on the proposal. Super. Ct. Civ. R. 23(e)(1)(B). To certify a class for settlement purposes only, the Court must consider whether the proposed class meets the requirements of Superior Court Civil Rule 23, “although the court need not determine whether the case, if tried, would present intractable management problems.” *Radosti v. Envision EMI, LLC*, 717 F. Supp. 2d 37, 50 (D.D.C. 2010) (referencing Fed. R. Civ. P. 23). And the settlement may be approved only “after a hearing and only on finding that it is fair, reasonable, and adequate.” Super. Ct. Civ. R. 23(e)(2). Although the Court should scrutinize the settlement terms carefully, a “principle of preference that encourages settlements” should guide the Court’s analysis. *See Stephens v. US Airways Grp., Inc.*, 102 F. Supp. 3d 222, 226 (D.D.C. 2015).

V. ARGUMENT

A. The Settlement Class should be preliminarily certified for settlement purposes.

Plaintiff requests that the Court certify the Settlement Class for settlement only. *Radosti*, 717 F. Supp. 2d at 51 (a “settlement class must comport with the requirements of Rule 23”).

1. Rule 23(a)

Numerosity. Rule 23(a)(1) requires that a class be so numerous that joinder of all members is impracticable. In the District of Columbia, “[a]bsent unique circumstances, numerosity is satisfied when a proposed class has at least forty members.” *Coleman v. District of Columbia*, 306 F.R.D. 68, 76 (D.D.C. 2015) (quotation marks omitted). Here, the proposed Settlement releases claims arising from significantly more than forty transactions occurring at Capital One Arena during a fourteen-month period. These numbers establish that more than forty consumers made purchases incurring a Venue Fee during the class period.

Commonality. The Settlement Class should also share common questions of law or fact. Super. Ct. Civ. R. 23(a)(2). Commonality is satisfied when members of a proposed class “have suffered the same injury,” such that resolution of their claims turns on resolution of a “common

contention.” *Richardson v. L’Oreal USA, Inc.*, 991 F. Supp. 2d 181, 196 (D.D.C. 2013). This case involves common questions of law and fact, including the common nature of Defendant’s fee practices and the Settlement Class’s “common contention” that Defendant’s Venue Fee practices were deceptive and unfair. These issues establish commonality. *See Richardson*, 991 F. Supp. 2d at 196.

Typicality. To satisfy the typicality requirement, the claims or defenses of the representative parties must be “typical” of the claims or defenses of the proposed class. Super. Ct. Civ. R. 23(a)(3). Typicality is satisfied where the representative’s claims “arise from the same events, practice, or conduct, and are based on the same legal theory as those of other class members.” *In re Rail Freight Fuel Surcharge Antitrust Litig.*, 287 F.R.D. 1, 32 (D.D.C. 2012). Here, Plaintiff’s alleged injury—incurring a Venue Fee he contends was deceptive and unfair—is identical to the injuries incurred by the rest of the Settlement Class Members. Typicality is satisfied. *See Richardson*, 991 F. Supp. 2d at 196 (typicality satisfied where claims are “based on the same core set of facts and underlying legal theories”).

Adequacy. Under Rule 23(a)(4), the class representative and class counsel must adequately and fairly protect the interests of the class. *See Richardson*, 991 F. Supp. 2d at 196-97. Courts generally assess whether there are any conflicts between the class representative and the proposed class, and whether class counsel has vigorously prosecuted the class’s claims. *See Trombley v. Nat’l City Bank*, 826 F. Supp. 2d 179, 193 (D.D.C. 2011). Here, there are no conflicts between Plaintiff and the Settlement Class, who share the same objectives of establishing liability and obtaining damages. *See id.* Class Counsel is experienced in national class actions and other complex litigation, and were prepared to litigate this case vigorously had a favorable settlement not been reached that is, in Class Counsel’s experienced judgment, in the Settlement Class’s best

interests. *See id.* The adequacy factor is satisfied.

2. Rule 23(b)

In addition to satisfying Rule 23(a), parties seeking class certification (even for settlement purposes only) must show that the proposed class is maintainable under Rule 23(b). *See Trombley*, 826 F. Supp. 2d at 193. Here, Plaintiff requests that the Court preliminarily certify, for settlement purposes only, the Settlement Class under Rule 23(b)(3).

Predominance. The first factor under Rule 23(b)(3) asks whether common issues predominate over any non-common issues, bearing in mind that the common issues need only be predominant—not dispositive. *See Trombley*, 826 F. Supp. 2d at 193-94. Here, as with the commonality factor above, the case involves a single standardized fee that was assessed on all transactions incurred at Capital One Arena during a fourteen-month period. The liability issues stemming from this common practice are identical across the Settlement Class. And the damages theory (either a full refund of the allegedly illegal fee, or statutory damages per violation under the CPPA) is identical across the Settlement Class. These common issues predominate over any individualized questions or defenses that could arise in the litigation.

Superiority. Finally, the superiority requirement is satisfied when the court determines that a class action is superior to other forms of adjudication. Super. Ct. Civ. R. 23(b)(3). Here, the number of transactions, small amounts of alleged damages in the form of a fee of 3% of the transaction, and the uniformity of issues make a class action the best vehicle to resolve the Settlement Class’s claims. *See Trombley*, 826 F. Supp. 2d at 194.

B. The proposed Settlement is fair, reasonable, and adequate.

Whether to grant preliminary approval of a proposed class action settlement “lies within the sound discretion of the district court.” *Stephens v. Farmers Rest. Grp.*, 329 F.R.D. 476, 482 (D.D.C. 2019). That discretion, however, “is constrained by the principle of preference favoring and

encouraging settlement in appropriate cases.” *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 16 (D.D.C. 2019); *see also id.* (“Class action settlements are favored as a matter of public policy.”); *United States v. MTU Am. Inc.*, 105 F. Supp. 3d 60, 63 (D.D.C. 2015) (“Settlement is highly favored.”).

The criteria guiding the preliminary-approval determination are supplied by Rule 23(e)(2), which requires consideration of whether “(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate”; and “(D) the proposal treats class members equitably relative to each other.” In considering these factors, the Court will also look to “the opinion of experienced counsel.” *Stephens*, 329 F.R.D. at 486. Each factor strongly supports preliminary approval here.

1. Class Counsel and the Class Representative have adequately represented the Settlement Class.

The first factor examines the adequacy of representation, similar to the Rule 23(a) factor discussed above. Only conflicts that are “fundamental to the suit and . . . go to the heart of the litigation” prevent named plaintiffs from satisfying the adequacy requirement. *Keepseagle v. Vilsack*, 102 F. Supp. 3d 205, 216 (D.D.C. 2015). Further, “conflicts will not defeat the adequacy requirement if they are speculative or hypothetical.” *Nat’l Veterans Legal Servs. Program v. United States*, 235 F. Supp. 3d 32, 41 (D.D.C. 2017).

Here, again, Plaintiff has no conflict of interest with the other Settlement Class Members, and he and Class Counsel will and have vigorously prosecuted on their behalf. Although this Settlement comes at an early stage, part of why the case was ripe for settlement *before* litigation is the substantial work Class Counsel performed before filing: researching and developing solid legal theories, a strong background in CPPA litigation in Superior Court (including specifically junk fee litigation), and drafting a detailed complaint. Class Counsel have been personally involved

in litigating many junk fee cases under the CPPA and developing the legal foundation for this action. *See* Aizpuru Decl. ¶¶ 37, 42. Further, the parties participated in vigorous negotiations across a full-day mediation and weeks of subsequent negotiation with the assistance of a retired judge. Class Counsel determined this early resolution, which will compensate Settlement Class Members *now*, is in the Settlement Class’s best interests as opposed to potentially years of lengthy litigation; but this decision is born from years of experience in similar cases, and is a sign that Class Counsel takes their obligations to the Settlement Class seriously. Settlement Class Counsel are experienced, qualified, and able to conduct this litigation.

2. The proposal was negotiated at arm’s length.

The next factor examines the negotiation process. It asks whether the negotiations were made at arm’s length or whether there is instead some indication that the settlement could have been the product of collusion between the parties.

Here, “both sides negotiated at arms-length and in good faith,” and “the interests of the class members were adequately and zealously represented in the negotiations.” *Blackman v. District of Columbia*, 454 F. Supp. 2d 1, 9 (D.D.C. 2006). Plaintiff and the Settlement Class were represented by Class Counsel, while Defendant was represented by experienced partners from Morgan Lewis. And “the parties reached a settlement only after a lengthy mediation session that was presided over by an experienced mediator,” *Radosti*, 717 F. Supp. 2d at 56. Where a settlement is “reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery,” there is a “presumption of fairness, adequacy, and reasonableness.” *Kinard v. E. Capitol Fam. Rental, L.P.*, 331 F.R.D. 206, 215 (D.D.C. 2019).

3. The relief provided for the Settlement Class is excellent.

The third factor examines “how the relief secured by the settlement compares to the class members’ likely recovery had the case gone to trial.” *Blackman*, 454 F. Supp. 2d at 9–10. This

factor has been called the most important factor in evaluating a settlement. *Trombley*, 826 F. Supp. 2d at 195. Assessing the strength of the settlement in relation to the strength of the case focuses in particular on “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Super. Ct. Civ. R. 23(e)(2)(C); *see also In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d at 16. 2d at 195. Liability cannot be assumed when evaluating a proposed settlement; rather, the value of the settlement must be balanced against the likelihood of obtaining a substantial recovery at trial. *See Randle v. SunTrust Bank, Inc.*, 2024 WL 706807, at *7 (D.D.C. Feb. 21, 2024).

Costs, risks, and delay of trial and appeal. Here, the Settlement provides exceptional relief to the Settlement Class in the form of a Settlement Fund of \$4.5 million. The Settlement Class will receive their relief immediately instead of after years of litigation, when relief “would be substantially delayed.” *Trombley*, 826 F. Supp. 2d at 195. This result is remarkable given the significant costs, risks, and delays posed by pursuing further litigation. Without a settlement, the case would be headed for years of litigation and likely appeal, with no guarantee that the class would wind up with any recovery, not to mention the inherent benefits provided by avoiding protracted and costly litigation and time-and-resource-intensive discovery into the remaining issues.

The Settlement Class asserts claims under the CPPA, which authorizes statutory damages of \$1,500 per violation. *See* D.C. Code § 28-3905(k)(2)(A)(i). But Defendant’s alleged fee practices occurred during a relatively short window of time (fourteen months) and have subsequently ceased. Moreover, during most of the timeframe the Venue Fee was disclosed on menu boards displayed throughout Capital One Arena. Defendant likely would have argued that

the fee was disclosed to consumers at the outset of the transaction during that ten-month window and thus that there would not be liability. And throughout the entire time period, the fee was disclosed before any consumer paid for their purchase, giving Defendant additional ammunition to attack the Settlement Class's claims. The fees incurred by the Settlement Class were small. Defendant likely would have raised an array of arguments related to class certification liability, and the appropriate remedy if any. Both sides would have potentially incurred significant costs in the form of discovery, expert witnesses, and depositions.

Courts also consider the stage of the proceedings, including whether counsel had adequate information to reasonably assess the risks of litigation. *Randle*, 2024 WL 706807, at *8; *Trombley*, 826 F. Supp. 2d at 199. Here, “[a]lthough the mediation occurred before formal fact discovery began,” there had been “informal discovery,” which ensured that “the parties were well-positioned to mediate their claims.” *Radosti*, 717 F. Supp. 2d at 56; *see also Trombley v. Nat’l City Bank*, 759 F. Supp. 2d at 26 (explaining that “formal discovery is not . . . required even for final approval”).

While Plaintiff and Class Counsel believe in the merits of this case, every action involves risk. And even if Plaintiff and the class prevailed in the trial court, an appeal before the D.C. Court of Appeals (or the D.C. Circuit, if Defendant sought removal of the Amended Complaint) would likely add additional risk and delay. Under these circumstances, the proposed Settlement is fair, reasonable, and adequate.

Effectiveness of proposed method of distribution, including the method of processing class-member claims. The effectiveness of the proposed method of distribution also supports preliminary approval. The Settlement proposes a streamlined Claims process by which Settlement Class Members can submit a paper or electronic Claim for payment and can elect to receive an electronic payment or paper check. It also proposes electronic distributions and a secondary

distribution to ensure efficient distribution of the Settlement Fund.

The terms of any proposed award of attorney's fees, including timing of payment. The settlement's provision for attorneys' fees and service awards is also reasonable. The settlement provides that the total amount requested in attorneys' fees and expenses will be no more than 33.33% of the aggregate amount of the Common Fund. *See, e.g., Radosti v. Envision EMI, LLC*, 760 F. Supp. 2d 73, 78 (D.D.C. 2011) ("A 33% award is consistent with the award in other common fund cases from this district."). And the service award proposed for the class representative, at \$2,500, is also within the range of reasonableness. The terms relating to attorneys' fees and expenses were negotiated only after agreement was reached as to the relief for the Settlement Class, and the Court will have the opportunity to assess the reasonableness of a requested fee award once the motion for attorneys' fees and service awards is filed.

Other agreements. There are no other agreements contemplated.

4. The Settlement treats Settlement Class Members equitably.

The fourth factor examines whether the settlement treats class members equitably. This settlement does. It reimburses Settlement Class Members who submit Claims on a per-transaction basis. This pro rata allocation does not favor some Settlement Class Members over others and is a fair and reasonable basis for distributing the Settlement Fund.

C. The Notice is the best notice practicable under the circumstances.

The proposed settlement provides for individual, written notice to each Settlement Class Member delivered by email. The proposed Notice, Exhibit A, complies with Rule 23. Additionally, there will be a Settlement Website where Settlement Class Members can access the Notice and other pertinent documents and see critical dates, and a toll-free phone number Settlement Class Members can call for information about the case and the Settlement.

VI. PROPOSED SCHEDULE OF EVENTS

Plaintiff proposes the following schedule for the remainder of the case:

EVENT	DEADLINE
Defendant to provide Class List to Settlement Administrator	14 days after entry of Preliminary Approval Order
Notice Deadline (Notice to be made by email)	21 days from Preliminary Approval Order
Deadline to file Application for Attorneys' Fees, Expenses, and Service Award	30 days from the Notice Deadline
Opt Out and Objection Deadline	60 days from the Notice Deadline
Claims Deadline	60 days from the Notice Deadline
Deadline to file Motion for Final Approval and respond to any objections	14 days before Final Approval Hearing
Final Approval Hearing	A date set by the Court no earlier than 100 days from the date of Preliminary Approval

VII. CONCLUSION

Plaintiff requests that the Court grant the Motion and schedule a Final Approval hearing.

Dated: August 14, 2026

Respectfully submitted,

/s/ Katherine Aizpuru

Katherine Aizpuru (DC Bar No. 1022412)

F. Peter Silva II (DC Bar No. 1010483)

TYCKO & ZAVAREEI LLP

2000 Pennsylvania Avenue, NW, Suite 1010

Washington, D.C. 20006

Telephone: (202) 973-0900

psilva@tzlegal.com

kaizpuru@tzlegal.com

Wesley M. Griffith (*pro hac vice*)

ALMEIDA LAW GROUP LLC

3415 S Sepulveda Blvd., Suite 1121

Los Angeles, California 90034

Telephone: (310) 896-5813

wes@almeidalawgroup.com

David A. McGee (D.C. Bar No. 1737136)

ALMEIDA LAW GROUP LLC

609 H Street NE, Suite 445
Washington, D.C. 20001
Telephone: (202) 913-5681
dmcgee@almeidalawgroup.com

CERTIFICATE OF SERVICE

I certify that, on August 14, 2026, a copy of the foregoing document was filed with the Clerk of the Court and upon counsel of record using the court's electronic filing System.

/s/ Katherine M. Aizpuru
Katherine M. Aizpuru