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Superior Court
of the District of Columbia

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

PLAINTIFF'S MOTION AND INCORPORATED MEMORANDUM OF LAW
FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

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I. INTRODUCTION

This class action challenges a mandatory, last-minute 3% "Venue Fee" that Defendant Aramark Management Services Limited Partnership ("Aramark") added to food and beverage purchases at Capital One Arena without including it in the prices displayed on its menus. Between October 2024 and December 2025, Aramark charged the Venue Fee on every transaction, in alleged violation of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901 *et seq*. Plaintiff and Class Counsel have negotiated a $4,500,000 non-reversionary common fund settlement (the "Settlement") to compensate consumers who were forced to pay Aramark's predatory Venue Fee simply because they wanted to purchase food or drink while enjoying entertainment at Capital One Arena. The Settlement represents an outstanding monetary recovery for the Class, achieved within months of filing rather than years, and ensures that Class Members receive monetary compensation now, rather than after years of litigation and delay.

Class Counsel took this case on a purely contingency basis and has advanced all litigation expenses on behalf of the Class during the investigation, litigation, and resolution of this action. Accordingly, Class Counsel now respectfully requests that the Court award $1,500,000 in attorneys' fees, representing one-third of the total settlement value, and **$14,699.48** in costs. Plaintiff also seeks a $2,500 Service Award to recognize his contributions on behalf of the Settlement Class.

Without Class Counsel's willingness to pursue this case on a contingency basis with no guarantee of payment or recovery of expenses, Settlement Class Members would not have obtained significant monetary benefits in the form of the Settlement. Class Counsel knew that pursuing this case would require a significant investment of time and money against a well-resourced defendant, represented by a national law firm, that had made clear it would challenge Plaintiff's standing, the

merits of the claims, class certification, and the availability of statutory damages.

Likewise, Mr. Garner's diligent and committed service to the Class more than justifies the modest Service Award requested. Mr. Garner spent substantial time searching his records and supplying information about his claims to Class Counsel, meeting with Class Counsel to discuss his claims, and reviewing documents. He reviewed the First Amended Complaint, was proactive about monitoring the progress of the litigation and settlement negotiations, carefully reviewed the Settlement with Class Counsel to ensure his complete understanding of its terms, and was supremely responsive to all requests from Class Counsel.

In support of this Motion, Plaintiff submits the Declaration of Alexander Garner ("Garner Decl.") and the Declaration of Katherine Aizpuru and Wesley Griffith ("Class Counsel Decl."). Plaintiff and Class Counsel respectfully request that the Court grant this Motion.

II. HISTORY OF THE LITIGATION AND CLASS COUNSEL'S WORK ON BEHALF OF THE CLASS

This action was initially filed on November 7, 2025, as *Travelers United, Inc. v. Aramark Management Services Limited Partnership et al.*, by Travelers United, Inc., a nonprofit public-interest organization proceeding under D.C. Code § 28-3905(k)(1)(D). The Complaint alleged that Aramark violated the CPPA by charging a mandatory, last-minute charge of 3% on food and beverage transactions at Capital One Arena, and by failing to properly disclose the existence of this charge to consumers. Specifically, the Complaint alleged that the Venue Fee was not reflected on the menu boards that were consumers' only source of pricing information, appeared for the first time as a separate line item on the point-of-sale screen after the consumer had already waited in line and placed an order, and could be explained only by tapping a small "i" icon next to the line item. First Amended Complaint ("FAC") ¶¶ 47-64. Class Counsel conducted a detailed factual investigation into the practices and legislative history surrounding the District of Columbia's

government purchase of Capital One Arena. Class Counsel then researched and drafted a thorough Complaint describing these practices and displaying screenshots of the menus that displayed food and beverage prices but no fee.

Shortly after Plaintiff filed this action, Aramark abandoned the allegedly illegal practice and ceased charging the 3% fee on food and beverage purchases; no Venue Fee has been charged at Capital One Arena since December 1, 2025.

After the action was filed, Class Counsel and Aramark engaged in preliminary settlement negotiations, ultimately agreeing to proceed to mediation in hopes of settling the matter early in the litigation process. On March 23, 2026, the Court granted the parties' Joint Motion to Stay Proceedings Pending Mediation. In advance of mediation, Class Counsel obtained and analyzed transaction-level summary data from Aramark reflecting the number of transactions on which the Venue Fee was charged and the amounts collected by month, which allowed Class Counsel to evaluate the Class's damages and Aramark's statutory damages exposure. Class Counsel also drafted a detailed mediation statement.

On May 26, 2026, the parties attended an all-day, in-person mediation before the Honorable Diane M. Welsh (Ret.) of JAMS. Although the case did not settle that day, the parties made significant progress and continued to negotiate monetary terms through Judge Welsh in the weeks following the mediation. The parties reached a settlement in principle on July 1, 2026, and executed a Term Sheet. The Settlement was negotiated at arm's length and is the result of hard-fought negotiation between experienced and capable counsel on both sides, with the involvement and assistance of a skilled mediator who is a former federal judge. The parties did not negotiate attorneys' fees, costs, or a service award until all material terms of class relief had been agreed.

Also during this period, Class Counsel interviewed numerous additional consumers who

had paid the Venue Fee and reviewed their documents. Mr. Garner retained Class Counsel to represent him as Class Representative, and Travelers United, Mr. Garner, and Class Counsel agreed to substitute him as the named plaintiff in the action.

On July 13, 2026, the parties jointly moved for a Stay Pending Settlement Approval. Class Counsel prepared and, on August 7, 2026, filed a First Amended Complaint formally substituting Mr. Garner as Plaintiff. On August 14, 2026, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement. On September 14, 2026, the Court granted Plaintiff's Motion for Preliminary Approval. Class Counsel has supervised EisnerAmper LLP in administering notice of the Settlement to the Settlement Class. To date, 30,299 Settlement Class Members have submitted Claims, representing nearly 5% of those who received a Notice, with zero opt-outs or objections received as of the date of filing. Class Counsel Decl. ¶ 29. The deadline for Class Members to opt out, object, or submit a Claim is December 4, 2026.

Plaintiff now files this Motion seeking a reasonable fee award plus costs for Class Counsel, and a Service Award for Mr. Garner.

III. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

Counsel recovering a common fund for a class are "entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); Super. Ct. Civ. R. 23(h). Before making an award of attorneys' fees, the Court must ensure that the amount sought is "reasonable." *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1265 (D.C. Cir. 1993). Here, Class Counsel seeks a fee award of $1,500,000, representing one-third (33.33%) of the $4,500,000 Settlement Fund, as a fair and reasonable award of attorneys' fees.

A. The percentage-of-the-fund method is the appropriate measure of attorneys' fees.

There are traditionally two methods for calculating a reasonable attorneys' fee award: the percentage-of-the-fund method, which awards a fixed percentage of a common fund settlement; and the lodestar method, which asks the Court to measure attorneys' fees by multiplying their hours spent on the litigation by their hourly rates. *Swedish Hosp. Corp.*, 1 F.3d at 1266-72 (comparing the common fund method and the lodestar method). Here, Plaintiff and Class Counsel request that the Court assess the reasonableness of their fee request by utilizing the percentage-of-the-fund method, which courts in the District of Columbia favor where, as here, the settlement is a common fund benefiting the class. *E.g., Doe v. Georgetown Synagogue – Kesher Isr. Congregation,* No. 2014 CA 007644 B (D.C. Super. Ct. Oct. 24, 2018) ("[P]ercentage-of-the-fund method is the appropriate mechanism for determining the attorneys['] fees award in common fund cases."); *see also Swedish Hosp. Corp.*, 1 F.3d at 1271 ("We join [other circuits] in concluding that a percentage-of-the-fund method is the appropriate mechanism for determining the attorney fees award in common fund cases."). Indeed, one major benefit of the percentage-of-the-fund method is that it "directly aligns the interests of the Class and its counsel and it provides a powerful incentive for the efficient prosecution and early resolution of litigation, which clearly benefits both litigants and the judicial system." *In re Lorazepam & Clorazepate Antitrust Litig.*, Civ. No. 99-0790 (TFH), 2003 WL 22037741 at *7 (D.D.C. June 16, 2003). The percentage-of-the-fund method contemplates and is designed to incentivize the exact outcome achieved in this matter. Class Counsel used its considerable expertise to realize significant efficiencies in prosecuting this action and achieved a significant recovery for the Class Members.

The percentage-of-the-fund method also avoids several deficiencies associated with the lodestar process: the lodestar process may "encourag[e] lawyers to expend excessive hours engag[ing] in duplicative and unjustified work," "create[] a disincentive for the early settlement of

cases," limit the court's "flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered," and even "work[] to the particular disadvantage of the public interest bar." *Swedish Hosp. Corp.,* 1 F.3d at 1267-68. This Settlement is precisely the kind of outcome that courts intend to encourage by adopting the percentage-of-the-fund method.

Accordingly, the percentage-of-the-fund method is the appropriate measure of attorneys' fees, and Plaintiff and Class Counsel request that the Court utilize this method to assess whether an award of one-third of the common fund is reasonable.

B. Each *Frazier* Factor Supports Class Counsel's Fee Request

To verify the reasonableness of Plaintiff's and Class Counsel's request for attorneys' fees of one-third of the common fund, the District of Columbia Court of Appeals has approved an analysis of twelve relevant factors: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Frazier v. Center Motors, Inc.*, 418 A.2d 1018, 1025 (D.C. 1980); *see also Frazier v. Franklin Inv. Co.*, 468 A.2d 1338 (D.C. 1983). These factors clearly support Class Counsel's request for one-third of the Settlement Fund.

1. Time and labor required

Class Counsel has expended substantial time and effort on behalf of Plaintiff and the Class, totaling 400.3 hours to date. Class Counsel Decl. ¶ 34. As described in Section II, this work included a pre-filing investigation; drafting the Complaint; an extensive, multi-round search to identify and vet an individual Class Representative; analysis of Aramark's transaction data;

preparation of a detailed mediation statement; a full-day in-person mediation and weeks of follow-up negotiations through the mediator; negotiation and drafting of the Term Sheet and Settlement Agreement; drafting the First Amended Complaint and the preliminary approval papers; and supervising the notice program. Class Counsel has maintained detailed, contemporaneous records of the time devoted to rendering these services. Class Counsel Decl. ¶¶ 34-37. Class Counsel's work was efficient: by resolving the case early, Class Counsel delivered substantial relief to the Class without the time and expense of protracted litigation. Class Counsel was also committed to investing substantially more time and labor if necessary to achieve a positive result for the Class. As such, this factor supports Class Counsel's fee request.

2. The novelty and difficulty of the questions

This case presented difficult factual and legal questions. Factually, the case investigation involved interviewing numerous consumers, researching the law, and reviewing both documentation of consumers' purchases and of the menu boards at Capital One Arena. Legally, Plaintiff's claims, though well grounded, faced substantial contested questions at every stage. Aramark had arguments on liability, including challenging whether a reference to the fee that was included on some menu boards was a sufficient disclosure of the fee. The case also raised difficult questions of public-interest organization standing. Aramark contended that Travelers United, as an organization focused on travel, lacked a "sufficient nexus" to the interests of concession purchasers at a local sports arena under D.C. Code § 28-3905(k)(1)(D)(ii) and *Animal Legal Def. Fund v. Hormel Foods Corp.*, 258 A.3d 174, 187 (D.C. 2021), and *Ctr. for Inquiry, Inc. v. Walmart, Inc.*, 283 A.3d 109 (D.C. 2022). In addition, class certification posed substantial procedural hurdles. The novelty and difficulty of the questions support the requested fee award.

3. The skill requisite to perform the legal service properly

Successfully prosecuting and resolving this case required specialized skill. Class Counsel is particularly skilled in litigating CPPA actions relating to "junk fees" and other undisclosed or partitioned charges, and has litigated numerous such cases in this Court and the U.S. District Court for the District of Columbia. *See, e.g., Travelers United, Inc. v. Sonesta Int'l Hotels Corp.*, No. 2023-CAB-005254 (D.C. Super. Ct.); *District of Columbia v. StubHub, Inc.*, No. 2024-CAB-004794 (D.C. Super. Ct.); *Propst v. Brookfield Properties Multifamily LLC*, No. 1:2025-cv-00636 (D.D.C.); *McFadden v. Nationstar Mortgage LLC,* No. 1:2020-cv-00166 (D.D.C.). That skill was evident in Class Counsel's ability to quickly assess the strengths of the Class's claims and negotiate a multimillion-dollar recovery, justifying the requested fee award.

4. The preclusion of other employment by the attorney due to acceptance of the case

The attorneys and staff on this case have worked 400.3 hours since its inception. Class Counsel Decl. ¶ 34. To do so, they necessarily devoted less time to other hourly and contingent matters, with no guarantee of any recovery at all.

5. The customary fee, and whether the fee is fixed or contingent

Class Counsel is litigating this case on a purely contingency basis, and Class Counsel's fee was entirely contingent on success. Class Counsel agreed to take on the risk of investing time and resources and receiving no return on that investment and to advance all litigation costs. That risk was real: Aramark disputed liability, standing, class certification, and the availability of damages. And, as shown below, a one-third contingent fee is customary in consumer class actions and is consistent with the fee arrangements prevailing in the private market for contingent litigation. As such, the requested fee should be approved.

6. The amount involved and the results obtained

The results obtained are outstanding. The $4,500,000 Settlement Fund is a significant monetary recovery for the Class based on a 3% fee on concessions at the arena. The Settlement delivers this relief now, within approximately one year of filing, rather than after years of motion practice, class certification proceedings, summary judgment, trial, and appeal.

The deadline for Settlement Class Members to object to the Settlement, including the requested fees, is December 4, 2026. As of the date of filing, no exclusion requests or objections have been filed, which supports approval of the requested fees. *See, e.g., Hardy v. District of Columbia*, 49 F. Supp. 3d 48, 50 (D.D.C. 2014) (finding that the reaction of the class was favorable and supported approval where 14.1% of 9,759 class members submitted claims and only six individuals opted out of the class). And approximately 4.78% of notice recipients have submitted claims. Class Counsel Decl. ¶ 29. The excellent settlement results, and the favorable reaction of the class so far, weigh in favor of the requested fee award.

7. The experience, reputation, and ability of the attorneys

Class Counsel is very experienced, particularly in litigation under the CPPA and consumer class actions challenging hidden and undisclosed fees. Class Counsel Decl. ¶ 33; Section III.B.3, *supra*. The experience Class Counsel brought to the case directly led to the outstanding monetary result for the Class.

8. The "undesirability" of the case[1]

Although Aramark's fee practice affected hundreds of thousands of consumers, no other private attorney—and no government enforcement authority—filed a case against Aramark. In

[1] The nature and length of the relationship with the client, and time limitations imposed by the client or circumstances, were not factors materially informing the result here or affecting the reasonableness of the fee award.

addition, the very small individual amount of each fee—3% of a concession purchase—made recovery through individual litigation impracticable. And Aramark, a large public company, was represented by a national law firm and was prepared to contest standing, liability, class certification, and damages. Accordingly, the case had undesirable factors that weigh in favor of the requested award.

C. The requested one-third award is in line with similar awards in other cases.

Two Frazier factors—"the customary fee" and "awards in similar cases"—bear on whether the requested fee award is in line with awards in similar cases. "Attorney fee awards that are one-third of the total recovery are generally considered reasonable." *Gur-Ravantab v. Georgetown University*, No. 1:22-cv-01038 (TNM), 2024 WL 3443481 at *5 (D.D.C. July 16, 2024); *see also In re Vitamins Antitrust Litig.,* No. MISC. 99-197 (TFH), 2001 WL 34312839 at *12 (D.D.C. July 16, 2001) ("a one-third recovery is a common percentage arrived at in contingency fee cases."). Here, the requested fee award of one-third of the common fund is directly in line with similar awards in other class action cases. *See, e.g.*, *Gur-Ravantab v. Georgetown University,* 2025 WL 763703 at *5 (D.D.C. March 11, 2025) (approving one-third of the common fund as attorneys' fees); *Radosti v. Envision EMI, LLC,* 760 F. Supp. 2d 73, 78 (D.D.C. 2011) (granting award of 33% of common fund); *Wells v. Allstate Ins. Co.,* 557 F. Supp. 2d 1, 6 (D.D.C. 2008) (granting award of 45% of common fund); *In re First Databank Antitrust Litig.,* 209 F. Supp. 2d 96 (D.D.C. 2002) (awarding fee of 30% of recovery attributable to efforts of counsel).

IV. CLASS COUNSEL'S EXPENSES ARE REASONABLE AND SHOULD BE APPROVED

The Court may also award reasonable costs from the common fund. Super. Ct. Civ. R. 23(h). Class Counsel requests reimbursement of **$14,699.48** in costs and expenses incurred in connection with the litigation. Class Counsel Decl. ¶ 37. These expenses were reasonable,

necessary, and directly related to the prosecution of this action, and include standard litigation costs such as filing fees, service of process, legal research, and mediation fees. Class Counsel had every incentive to keep expenses low because, working on a contingent basis and advancing all costs, Class Counsel risked never being reimbursed.

V. PLAINTIFF'S REQUEST FOR A SERVICE AWARD IS REASONABLE

The purpose of a service award "is to compensate the named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Radosti*, 760 F. Supp. 2d at 79.

Class Counsel seeks a $2,500 Service Award for Mr. Garner, as contemplated by the Settlement Agreement. Mr. Garner spent substantial time searching his records for evidence that he paid the Venue Fee at Capital One Arena and supplying this information to Class Counsel—no small task given that Aramark did not provide printed receipts. Garner Decl. ¶ 4. He rfeviewed the First Amended Complaint, was proactive about monitoring the progress of the litigation and settlement negotiations, and was supremely responsive to all requests from Class Counsel. *Id.* ¶ 6. He thoughtfully considered the terms of the Settlement before providing his approval, taking the time to digest the Settlement and following up with Class Counsel to ask clarifying questions about several of its terms to ensure that he fully understood the Settlement and the benefits it will provide to Class Members. *Id.* ¶ 5. He agreed to put his name on a lawsuit against a large public company with little to gain personally given the small amount of his individual damages.

The requested $2,500 award equates to approximately 0.06% of the Settlement Fund and is modest in comparison to the service Mr. Garner provided and service awards approved in similar cases. *See, e.g., Gur-Ravantab v. Georgetown University,* No. 1:22-cv-01038 (TNM), 2025 WL 763703 at *5 (D.D.C. March 11, 2025) (awarding $2,500 to class representatives whose motion to intervene was pending when the parties reached settlement). Plaintiff requests that the Court

approve the $2,500 Service Award.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion and enter the proposed Order awarding Class Counsel $1,500,000 in attorneys' fees and **$14,699.48** in costs, and awarding Plaintiff a $2,500 Service Award.

Dated: November 5, 2026

Respectfully submitted,

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Counsel for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 5, 2026, a copy of the foregoing was served via eFile DC to all counsel of record.

/s/ Katherine M. Aizpuru
Katherine M. Aizpuru

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 The Hon. Shana Frost Matini **JOINT DECLARATION OF KATHERINE M. AIZPURU, F. PETER SILVA, WESLEY M. GRIFFITH, AND DAVID A. MCGEE IN SUPPORT OF PLAINTIFF'S MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

We, Katherine M. Aizpuru, F. Peter Silva II, Wesley M. Griffith, and David A. McGee, pursuant to D.C. Super. Ct. Civ. R. 9-I, declare as follows:

1. We are the four attorneys preliminarily appointed by the Court as Class Counsel in this action. Katherine M. Aizpuru is a partner at Tycko & Zavareei, LLP ("TZ") and is admitted to practice before this Court. F. Peter Silva II is of counsel at TZ and is admitted to practice before this Court. Wesley M. Griffith is a partner at Almeida Law Group ("Almeida") and is admitted *pro hac vice* before this Court. David A. McGee is of counsel at Almeida and is admitted to practice before this Court.

2. We submit this joint declaration in support of Plaintiff's Motion for Award of Attorneys' Fees, Costs, and Service Award. We make this declaration based on our personal knowledge and the records of our respective law firms. We could and would testify competently to the matters set forth herein if called upon to do so.

3. In total, we request an award of $1,500,000 in attorneys' fees, representing one-third of the proposed Settlement Fund. We also request an award of $14,699.48 in reasonable costs and expenses of the litigation that our firms have advanced on behalf of the Class.

EXHIBITS IN SUPPORT OF MOTION

4. In support of Plaintiff's Motion for Class Certification and Motion for Preliminary Approval of Class Action Settlement, we previously submitted documents that also support this Declaration and the Motion. These documents are in the record.

5. The Declaration of Katherine M. Aizpuru in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement was submitted to the Court on August 14, 2026. This Declaration described the work performed by Class Counsel, the experience of TZ and Almeida in similar matters and undisclosed service fee litigation, and the education and background experience of TZ's and Almeida's attorneys.

6. The Class Settlement and Release Agreement was submitted on August 14, 2026, as **Exhibit 1** to the Declaration of Katherine M. Aizpuru in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

7. A true and correct copy of TZ's firm resume was submitted on August 14, 2026, as **Exhibit 2** to the Declaration of Katherine M. Aizpuru in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

8. A true and correct copy of Almeida's firm resume was submitted on August 14, 2026, as **Exhibit 3** to the Declaration of Katherine M. Aizpuru in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

COUNSEL'S WORK ON BEHALF OF THE CLASS

9. This action was filed by Travelers United, Inc. on November 7, 2025, in the

Superior Court of the District of Columbia, asserting violations of the District of Columbia's Consumer Protection Procedures Act ("CPPA"). D.C. Code § 28-3901 *et seq*., based on Defendant's charging of a "Venue Fee" for concession purchases at Capital One Arena.

10. The Parties began to discuss early resolution, and on March 18, 2026, the Parties filed a Motion to Stay Proceedings Pending Mediation.

11. On March 23, 2026, the Court issued an Order granting the Motion to Stay Proceedings Pending Mediation.

12. On May 26, 2026, the Parties participated in a full-day (eight hours) in-person mediation before the Honorable Diane Welsh (Ret.).

13. The case did not settle that day, but the Parties continued to negotiate through Judge Welsh during the following weeks.

14. At the same time, the Parties filed a praecipe requesting a case schedule on June 11, 2026, and appeared for a status conference on June 12, 2026.

15. After hard-fought, arm's-length negotiations with the assistance of a retired federal judge, the Parties eventually reached the agreement memorialized in **Exhibit 1** to the Declaration of Katherine M. Aizpuru in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

16. On July 13, 2026, the Parties executed a term sheet containing the material provisions of the Settlement and filed a Motion to Stay pending the filing of an Amended Complaint, the execution of the Settlement Agreement, and the filing of a Motion for Preliminary Approval.

17. We entered the mediation and subsequent negotiations informed of the merits of the Settlement Class's claims and were prepared to continue to litigate through a motion to dismiss,

class certification, summary judgment and, if necessary, trial, rather than accept a settlement that was not in the Settlement Class's best interests.

18. Class Counsel prepared the first draft of the Settlement Agreement, and the Parties thereafter negotiated the precise terms and language of the Agreement now before the Court. Class Counsel evaluated options for a settlement administrator and selected EisnerAmper based on the proposals, and drafted the Notices.

19. On August 7, 2026, Travelers United filed an Amended Complaint to substitute Plaintiff Alexander Garner for Travelers United as the Class Representative. Class Counsel also drafted and filed a motion for preliminary approval of the Settlement.

20. The Parties did not discuss the amount of any attorney's' fees, costs, or service award for Plaintiff until after reaching agreement on the relief for the Settlement Class, nor have the Parties reached agreement on the amount of any attorney's' fees, costs, or service award for Plaintiff.

21. The Settlement was secured by experienced and informed counsel after an arm's-length mediation before a retired judge.

THE SETTLEMENT AGREEMENT AND ITS BENEFITS

22. The Settlement Agreement resolves claims of the Settlement Class that the Court has certified: all persons 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

23. The proposed Settlement calls for the establishment of a non-reversionary $4,500,000 Settlement Fund which, if approved, would be used to pay attorneys' fees, litigation costs, a service award to the named Plaintiff, reasonable notice and settlement administration expenses, and cash awards to the Class Members on a pro rata basis.

24. The Settlement Fund is an outstanding recovery for conduct involving a relatively small-dollar fee (3% of transactions) occurring during a relatively brief period of approximately fourteen months.

25. The Settlement treats Settlement Class Members equitably relative to one another because payments will be made pro rata to claimants who submit valid claims, without favoring some class members over others.

26. Based on our experience litigating consumer class actions generally, including CPPA actions involving junk fees, we believe the results obtained in this case are outstanding.

27. Although the Settlement Class's claims are strong, every case involves litigation risk. Thus, the risks, expense, and likely duration of further litigation also support final approval of the Settlement. Had the Parties not settled or should the Court not approve the Settlement, Plaintiff will face a motion to dismiss. Then, there will be discovery, and then a motion for class certification, summary judgment, and trial. There are also possible appellate risks associated with continued litigation. The Settlement Class would bear the costs of this litigation and recovery, if any, would likely be delayed by years. The Settlement Class would also face the risk of recovering nothing at all.

28. In contrast, the Settlement, if approved, provides a guaranteed recovery now that will provide substantial monetary relief to the Settlement Class.

29. Thus far, the Settlement Administrator has not received any opt-outs, and no objections have been filed. The Settlement Administrator has received 30,299 claims, representing 4.78% of Notice recipients.

ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

30. As part of the Settlement, Plaintiff and Class Counsel may seek attorneys' fees,

costs, and a service award for Mr. Garner so long as the attorneys' fees do not exceed 33.3% of the Settlement Fund and the service award does not exceed $2,500.

31. Class Counsel requests attorneys' fees of one-third of the Settlement Fund, equaling $1,500,000', along with the reasonable costs of suit, as detailed below.

32. Mr. Garner seeks a service award of $2,500 in recognition of his time and effort on behalf of the Class.

33. Class Counsel's qualifications and experience are set forth in the Declaration of Katherine M. Aizpuru filed on August 14, 2026 in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

CLASS COUNSEL'S TIME AND EXPENSES INCURRED

34. In total, Class Counsel spent 400.3 hours on this litigation.

35. The time expended and expenses incurred in prosecuting this action were reasonable and necessary for the diligent litigation and fair resolution of this matter. Moreover, the hours noted above do not include all of the time devoted to preparing this Motion and related documents, nor the time that will be devoted to preparing for and appearing at the final approval hearing or dealing with post-hearing matters. We anticipate that Class Counsel will incur additional time and expenses in connection with seeking final approval of the Settlement, appearing at the Final Approval Hearing, and supervising the Settlement Administrator through administration of the Settlement.

36. We also request that the Court award $14,699.48 in costs and expenses of litigation reasonably incurred as detailed below.

37. Below are the categories of expenses our firms incurred in the litigation, the bulk of which were related to the mediation that was necessary to obtain the Settlement in this matter:

Category of Expenses	TZ Incurred	Almeida Incurred
Mediator fees	$5,013.75	$5,075.00
Travel for mediation	$252.36	$3,477.26
Court costs and filing fees	$298.61	$108.50
Process server	$150.10	N/A
Photocopies and postage	$183.87	N/A
Legal research	$136.03	N/A
Subtotals:	$6,038.72	$8,660.76
Total:	**$14,699.48**	

PLAINTIFF ALEXANDER GARNER'S SERVICE AWARD

38. With respect to Plaintiff Garner, he has been actively engaged in the litigation since its inception. He has assisted in initial factual investigation, reviewed pleadings, searched for and produced documents, and was prepared to, if necessary, travel to and sit for a deposition or testimony at trial. He monitored the progress of the litigation, and considered and approved the terms of the Settlement.

39. At every step in this action, Mr. Garner has been in frequent contact with Class Counsel. Put simply, this action could not have been pursued or the excellent result achieved without the service of Mr. Garner as a steadfast class representative.

CONCLUSION

40. To date, Class Counsel are not aware of any objections to the proposed Settlement.

41. Class Counsel are unaware of any claims related to those asserted by Plaintiff in this case that have been asserted by other classes or other claimants.

42. Finally, Class Counsel were retained by the Plaintiff on a contingent fee basis. In

the event of no recovery, Class Counsel are not entitled to any payment from Plaintiff. Thus, Class Counsel have not been paid for any of their work to date and took on considerable risk in litigating the case.

43. We therefore respectfully request that the Court approve our request for $1,500,000 in attorneys' fees, $14,699.48 in expenses of litigation, and a service award of $2,500 for Plaintiff Alexander Garner.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 5th day of November, 2026.

/s/ Katherine M. Aizpuru
Katherine M. Aizpuru
TYCKO & ZAVAREEI, LLP

/s/ F. Peter Silva II
F. Peter Silva II
TYCKO & ZAVAREEI, LLP

/s/ Wes Griffith
Wes M. Griffith
ALMEIDA LAW GROUP

/s/ David McGee
David A. McGee
ALMEIDA LAW GROUP

Class Counsel

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 The Hon. Shana Frost Matini **DECLARATION OF PLAINTIFF ALEXANDER GARNER IN SUPPORT OF PLAINTIFF'S MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

I, Alexander Garner, declare as follows:

1. I am the named plaintiff and class representative in the above-captioned case. This declaration is based on my personal knowledge and I submit it in support of Plaintiff's Motion for Award of Attorneys' Fees, Costs, and Service Award.

2. The Court preliminarily appointed me as Class Representative on September 14, 2026.

3. I have actively participated in this lawsuit since February 2026. I helped my attorneys with the initial factual investigation of my claims, provided information about my experiences, and reviewed the complaint and other pleadings before filing.

4. I searched for documents and shared them with my attorneys to produce.

5. I considered and approved the terms of the Settlement Agreement. It was important to me that the settlement be fair and benefit the entire class, not just me, so I made sure to ask understand what the Settlement Agreement would mean for each Class

Member and the Class as a whole, not just myself.

6. I have stayed in frequent contact with my attorneys throughout the case, monitoring the case status, providing information, and asking questions.

7. In total, I estimate that I've spent at least 15 hours participating in this case.

8. I risked my reputation by putting my name on this multi-million-dollar lawsuit against an international Food Services and Facilities Management company.

9. The case is about more than just a few fees to me; on principle, it is about holding Aramark accountable for how it took advantage of consumers who were charged service fees on concessions at the last minute and without any warning. I hope my contributions to this settlement outcome accomplishes that.

I declare under penalty of perjury under the laws of the United States and the District of Columbia that the foregoing is true and correct.

Executed this Nov 4, 2026, in Washington, District of Columbia.

Alexander O'Reilly Garner
box SIGN 1757W9R8-15ZXXRKZ

Alexander Garner

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 The Hon. Shana Frost Matini **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

Before the Court is Plaintiff Alexander Garner's Motion for Award of Attorneys' Fees, Costs, and Service Award ("Motion"), filed November 5, 2026, pursuant to the Court's September 14, 2026 Order granting preliminary approval of the parties' Class Settlement and Release Agreement ("Settlement Agreement"). The Court has reviewed the Motion, the Settlement Agreement, the Joint Declaration of Class Counsel, the Declaration of Alexander Garner, and the record in this action. Based on review of these materials, the Motion will be **GRANTED.**

The Court concludes that the requested award of $1,500,000 in attorneys' fees, representing one-third of the $4,500,000 non-reversionary Settlement Fund, is reasonable under the percentage-of-the-fund method, which is the appropriate measure of fees in common fund cases. *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1271 (D.C. Cir. 1993). Considering the factors set forth in *Frazier v. Center Motors, Inc.*, 418 A.2d 1018, 1025 (D.C. 1980), the requested fee is reasonable because (1) Class Counsel obtained an excellent result, securing a substantial cash recovery for Class Members within approximately one year of filing; (2) the case presented contested questions of liability, public-interest organization standing, class certification, and statutory damages; (3) Class Counsel devoted hundreds of hours to the matter on a wholly contingent basis while advancing all costs; and (4) a one-third award is consistent with fees approved in similar cases.

See Gur-Ravantab v. Georgetown Univ., No. 1:22-cv-01038 (TNM), 2024 WL 3443481, at *5 (D.D.C. July 16, 2024) ("Attorney fee awards that are one-third of the total recovery are generally considered reasonable.").

Class Counsel's unique skill and substantial experience in consumer class actions under the District of Columbia Consumer Protection Procedures Act enabled them to resolve this matter efficiently and to the substantial benefit of the Class. This is the exact outcome that the percentage-of-the-fund method contemplates and is designed to incentivize. *In re Lorazepam & Clorazepate Antitrust Litig.*, Civ. No. 99-0790 (TFH), 2003 WL 22037741, at *7 (D.D.C. June 16, 2003) (the percentage-of-the-fund method is attractive because "it directly aligns the interests of the Class and its counsel and it provides a powerful incentive for the efficient prosecution and early resolution of litigation, which clearly benefits both litigants and the judicial system"). Further, more than 30,000 Class Members have submitted Claims, and no Class Member has objected to the requested fee. The Court will award $1,500,000 in attorneys' fees. The Court further concludes that Class Counsel's litigation costs of $14,699.48, consisting principally of mediation expenses, were reasonable and necessarily incurred, and will award them in full.

The Court further concludes that the requested service award for the Class Representative is reasonable. Mr. Garner took on risk by stepping forward to protect the interests of the Settlement Class against a large company, with little personal gain given the small size of his individual damages. He participated significantly by searching his records for evidence that he paid the Venue Fee, reviewing the First Amended Complaint, monitoring the litigation and settlement negotiations, and carefully reviewing the Settlement before approving it. The Court will award $2,500 to Mr. Garner as a service award.

Accordingly, it is hereby ORDERED that:

1. The Motion is GRANTED;

2. Class Counsel are AWARDED $1,500,000 in attorneys' fees and $14,699.48 in costs, to be paid from the Settlement Fund in accordance with the Settlement Agreement; and

3. Plaintiff Alexander Garner is AWARDED $2,500 as a service award, to be paid from the Settlement Fund in accordance with the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

_____
Shana Frost Matini, Associate Judge
Superior Court of the District of Columbia

Copies electronically served upon counsel of record.