

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

TRAVELERS UNITED, INC., on behalf of  
itself and the putative class,

c/o Tycko & Zavareei LLP  
2000 Pennsylvania Ave. NW, Suite 1010  
Washington, D.C. 20006

Plaintiff,  
v.

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

Business Address:  
2400 Market Street  
Philadelphia, PA 19103

Serve:  
1015 15th St NW  
Suite 1000  
Washington, D.C. 20005

Defendants.

Case No: 2025-CAB-007444

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. Defendant Aramark Management Services Limited Partnership d/b/a Aramark Sports & Entertainment and d/b/a Aramark (“Aramark”) systemically cheats customers at the Capital One Arena by refusing to sell food, beverages, and other items for the prices displayed on the menu.

2. Aramark adds a mandatory, last-minute charge of 3% to food and beverage transactions, claiming that the charge is used for “ongoing maintenance and administrative costs.”

3. Aramark is explicit that the “fee is not a tip or gratuity, and no portion of the venue fee is distributed to the team members serving our guests.”

4. In common sense terms, the 3% “venue fee” is a straight cash grab designed to take money away from sports fans and put it in the pockets of Aramark.

5. These types of last minute, mandatory fees are commonly called “Junk Fees,” including by the Federal Trade Commission (“FTC”).<sup>1</sup>

6. Aramark’s Junk Fee practices are not just wrong—they are illegal.

7. Junk Fees violate the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28–3901, *et seq.*, (“CPPA”), which *requires* businesses to sell goods and services for the displayed price.

8. Plaintiff Travelers United, Inc. (“Travelers United”), a non-profit dedicated to improving pricing transparency and travel experiences (including dining and entertainment) for consumers, brings this action under the CPPA to hold Aramark accountable for falsely displaying item prices at the Capital One Arena and to force Aramark to pay back the unlawful Junk Fees it has taken from consumers together with statutory penalties and punitive damages.

### **JURISDICTION**

9. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 and D.C. Code § 28-3905.

10. This Court has personal jurisdiction over Aramark because it does extensive business in the District of Columbia, including by selling food and beverages at Capital One Arena, which is located in the District.

11. Travelers United has standing to bring this suit under D.C. Code § 28-3905(k)(1)(D)(i), which provides in relevant part that “a public interest organization may, on

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<sup>1</sup> As defined by the FTC, “Junk Fees” are “unfair or deceptive fees that are charged for goods or services that have little or no added value to the consumer” or fees that are “hidden,” such as those disclosed only at a later stage in the consumer’s purchasing process or not at all.” *Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011*, 87 Fed. Reg. 67413 (proposed Nov. 8, 2022), available at <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011> (cleaned up).

behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action . . . for relief from such use by such person of such practice.” Thousands (if not tens of thousands) of consumers have standing to bring suit against Aramark, and accordingly, Travelers United, with a mission of pricing transparency and improved travel experiences for consumers (including dining and entertainment services), also has standing to pursue this action.

12. This action is not removable. *See, e.g., Travelers United, Inc. v. Hyatt Hotels Corp.*, 761 F. Supp. 3d 97 (D.D.C. 2025) (ordering remand of putative class action brought by Travelers United under the CCPA ); *see also Nat'l Ass'n of Consumer Advocates v. Gemini Tr. Co., LLC*, 757 F. Supp. 3d 59, 64 (D.D.C. 2024) (ordering remand of a case brought by a public advocacy organization under CCPA because plaintiff lacked Article III standing).

## **PARTIES**

### **A. Plaintiff Travelers United**

13. Plaintiff Travelers United is a nonprofit public interest organization for the purpose of promoting interests and rights of consumers empowered to sue and be sued. The mission of Travelers United is to improve and enhance for consumers all modes of travel and travel related experiences, including entertainment, dining, and pricing transparency. Travelers United advocates to make sure that consumers are able to travel safely and that they are not taken advantage of at their destination. Travelers United has been instrumental in advocating against hidden fees both federally and locally in the District. Travelers United has met with many members of the D.C. Council and their staff regarding numerous consumer protection issues in the District. Travelers United has met with the consumer protection division of the Office of the Attorney General in the District to discuss the issue. Nationally, Travelers United has worked and met with members of Congress, the National Association of Attorneys General, other consumer advocacy groups and the Federal Trade Commission educating, alerting and advocating against deceptive fees. Travelers United’s work on pricing transparency has been featured in The New York Times,

The Washington Post and on Good Morning America. Travelers United is based in Washington, D.C. and Virginia.

**B. Defendant Aramark**

14. Defendant Aramark Management Services Limited Partnership d/b/a Aramark Sports & Entertainment and d/b/a Aramark is a limited liability partnership formed under the laws of Delaware, with its principal place of business in Pennsylvania.

15. Aramark has, at all relevant times, engaged in trade or commerce in the District by advertising, offering, and providing food and beverage services within the District at Capital One Arena. The Capital One Arena is located at 601 F Street NW, Washington, DC 20004.

16. On information and belief, Does 1-10 are individuals and/or entities who facilitate Aramark's unlawful business practices alleged in this Complaint. The identities of Does 1-10 are not presently known to Plaintiff. The Doe defendants, along with defendant Aramark, are collectively referred to in this Complaint as "Defendants." Plaintiff expressly reserves its right to amend this Complaint to add the Doe defendants by name, once their identities are known.

**FACTUAL BACKGROUND**

**A. Companies Use Junk Fees to Trick Consumers.**

17. Large, sophisticated companies—like Aramark—with large, sophisticated marketing departments know that Junk Fees trick consumers into paying more for a good or service than they otherwise would.

18. Two common types of Junk Fees practices are "drip pricing" and "partitioned pricing," both of which are used by Aramark to illicitly generate millions of dollars in extra (and unearned) profits each year.

19. **Drip Pricing:** Drip pricing occurs when a company does not disclose the total price of a product or service until late in the purchase process, after consumers have already expended time and effort selecting the product or service and have already committed to a particular purchase.

20. Consumers who are not provided the complete price until checkout are likely to proceed with their purchase even if continuing to search for a cheaper price would be more “optimal” for them because consumers want to avoid “the cost of the time and cognitive effort involved” in continuing to search for a product or service.<sup>2</sup>

21. Once a consumer decides what to buy, they are unlikely to depart from that decision because of the “additional cognitive effort” involved in resuming their search.<sup>3</sup> In other words, omitting Junk Fees from the advertised cost of a product or service through drip pricing induces consumers to pay a higher total price than they otherwise would have.

22. One study on a drip-pricing experiment conducted by live-event ticket seller StubHub found that hiding mandatory fees from consumers until checkout increases a company’s revenue by approximately 20%.<sup>4</sup>

23. **Partitioned Pricing:** Partitioned pricing occurs where a portion of the cost for a good or service is excluded from the total price. When Junk Fees are initially “partitioned” from total price, consumers are unable to make effective price comparisons between goods and service leading to distortions in the market. In other words, partitioning Junk Fees makes consumers less likely to “find the most valuable option”<sup>5</sup> when making a purchase.

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<sup>2</sup> Mary W. Sullivan, *Economic Issues: Economic Analysis of Hotel Resort Fees*, Bureau of Economics Fed. Trade Comm’n (Jan. 2017), at 16-17, [https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503\\_hotel\\_resort\\_fees\\_economic\\_issues\\_paper.pdf](https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503_hotel_resort_fees_economic_issues_paper.pdf).

<sup>3</sup> *Id.*, at 17.

<sup>4</sup> Tom Blake et al., Price Salience and Product Choice, 40 Marketing Science 4, pp. 619–36 (July–Aug. 2021), available at <https://perma.cc/9BQE-E6KU>.

<sup>5</sup> Sullivan, *supra* note 2, at 23; David Adam Friedman, *Regulating Drip Pricing*, 31 Stan. L. & Pol'y Rev. 51, 68 (2020) (Lan Xia and Kent Monroe experiments showed that “price separation may enhance consumers’ . . . perceived value . . . and reduce further information search intentions” due to “insufficient price adjustment” (quoting Lan Xia & Kent Monroe, *Price Partitioning on the Internet*, 18 J. Interactive Mktg. 63 (2004)) (cleaned up)).

24. Making matters worse, consumers exposed to advertising that partitions Junk Fees from the total price are still more likely to underestimate the total price of a given product or service even when the Junk Fees and base price are presented simultaneously,<sup>6</sup> meaning they are further impeded from comparing their options. Consumers are even more likely to underestimate the total price when the font size of the Junk Fee is smaller than that of the base price.<sup>7</sup>

25. A reason that consumers underestimate total price when presented with partitioned pricing is that they will often entirely disregard the Junk Fee altogether because of the cognitive costs and effort involved in adding the partitioned prices. Also, when presented with the task of performing quick mental computation, consumers use the heuristic referred to as “anchoring and adjustment” in which they “overweight the anchor information (e.g., the base price) and adjust insufficiently for the rest of the information (e.g., the [Junk Fee]).”<sup>8</sup>

26. These drip pricing and partitioned Junk Fee practices are not innocuous. When a Junk Fee is hidden and/or partitioned, consumers cannot reasonably compare the cost of a product or service across available options within a company or across companies.

27. Indeed, as the companies that engage in Junk Fee practices are well aware, consumers choose a product or service based on the advertised “base price,” and not based on the drip price or partitioned price, especially when the Junk Fee is not adequately disclosed.<sup>9</sup>

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<sup>6</sup> Sullivan, *supra* note 2, at 21-22.

<sup>7</sup> *Id.*, at 25.

<sup>8</sup> *Id.*, at 23-24 (in an experiment where “[t]wo groups of high-school students were asked to estimate a numerical expression in five seconds,” and “[o]ne group was given the expression  $8 \times 7 \times 6 \times 5 \times 4 \times 3 \times 2 \times 1$ , while the other group was given the same expression in reverse order:  $1 \times 2 \times 3 \times 4 \times 5 \times 6 \times 7 \times 8$ ,” “[b]oth groups underestimated the total (40,320), but the median estimate given for the descending sequence (2,250) was higher than that of the ascending sequence (512)” (citing Tversky, Amos and Daniel Kahneman (1974), *Judgment Under Uncertainty: Heuristics and Biases*, *Science*, 185 (September), 1124-31)).

<sup>9</sup> Alexander Rasch et al. *Drip pricing and its regulation: Experimental evidence*, 176 *J. Econ. Behavior & Org.* 353 (2020), available at <https://www.sciencedirect.com/science/article/abs/pii/S0167268120301189> (“buyers . . . based

28. Accordingly, “buyers may be hurt” because “[w]hen there is uncertainty over possible drip sizes . . . consumers more frequently fail to identify the cheapest offer.”<sup>10</sup>

29. As the FTC’s Bureau of Economics has explained, the use of deceptively low prices at the outset of transactions while hiding junk fees until the end of the transaction adds steps to determining the actual price of a good or service, which forces consumers to pay more than they would if initially presented with full, complete prices.<sup>11</sup>

30. As a result, consumers are forced either to “incur higher total search and cognitive costs or to make an incomplete, less informed decision that may result in a more costly [purchase], or both.”<sup>12</sup>

31. The FTC has thus characterized Junk Fees as especially egregious when they are hidden (*i.e.*, “disclosed only at a later stage in the consumer’s purchasing process or not at all”), because openly disclosed Junk Fees would enable consumers to determine that the cost of a given product or service is not favorable relative to the cost charged by competitors and choose to do business elsewhere.<sup>13</sup>

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their purchase decision exclusively on the base price.”

<sup>10</sup> *Id.*; see, e.g., Shelle Santana, Steven Dallas, Vicki Morwitz, *Consumer Reactions to Drip Pricing*, 39 Mktg. Science 1 (Jan. 15, 2020), at 6 (studies showed that “consumers exposed to drip pricing . . . are significantly more likely to 1) initially select the option with the lower base price, 2) make a financial mistake by ultimately selecting the option that has a higher total price than the alternative option, given the add-ons chosen, and 3) be relatively dissatisfied with their choice”).

<sup>11</sup> Sullivan, *supra* note 2, at 2-3.

<sup>12</sup> *Id.*, at 4; see also Friedman, *Regulating Drip Pricing*, *supra* note 8, at 67 (“. . . sellers provide buyers with the ‘initial value’ in the form of the initially-presented base price. . . . Buyers are influenced by the initial value, so a lower base price would create the impression of a lower overall price.” (citing Gorkan Ahmetoglu et al., *Pricing Practices: A Critical Review of their Effects on Consumer Perceptions and Behaviour*, 21 J. Retailing & Cons. Services 696, 697 (2014))).

<sup>13</sup> See, e.g., *Unfair or Deceptive Fees Trade Regulation Rule* Commission Matter No. R207011, *supra* note 1 (“After a market leader took unilateral action to phase out hidden fees, the platform ‘lost significant market share and abandoned the policy after a year because consumers perceived the platform’s advertised prices to be higher than its competitors’ displayed prices.’” (citation omitted)).

32. Given this, it is no surprise companies are motivated to hide Junk Fees through drip and/or partitioned pricing for as long as possible in the search and purchase process, as duping consumers into paying Junk Fees brings in substantial revenue. In 2023 alone, the Junk Fee revenue of the live event industry was approximately \$7.14 billion.<sup>14</sup>

33. In many instances, companies even compound the benefit they obtain through these practices by increasing Junk Fees at a higher rate than they increase the base price of the underlying product or service itself.<sup>15</sup> As a result, the product or service appears cheaper to consumers than competitor products or services, even though the total cost of the product or service, inclusive of Junk Fees, is equally, if not more, expensive than those other companies' products or services.<sup>16</sup>

34. Companies are also able to increase hidden Junk Fees without suffering meaningful market consequences.<sup>17</sup> In particular, companies are free to charge excessive Junk Fees in part because drip pricing impedes fair, honest, and free market competition as they are not adequately disclosed alongside the base price.<sup>18</sup>

35. Hence, through drip and/or partitioned pricing, companies can charge excessive Junk Fees while skirting economic consequences, as shrouding the fee avoids deterring consumers from purchasing a given product or service based on a Junk Fee and its effect on the total price.

36. Meanwhile, competitor companies and consumers face the consequences. Companies that engage in drip and/or partitioned pricing will lure consumers away from properly

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<sup>14</sup> *The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition* (March 5, 2024), available at <https://bidenwhitehouse.archives.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/>

<sup>15</sup> *Unfair or Deceptive Fees Trade Regulation Rule Comm. Matter No. R207011*, *supra* note 1.

<sup>16</sup> *See id.*

<sup>17</sup> Rasch, *Drip pricing and its regulation: Experimental evidence*, *supra* note 9.

<sup>18</sup> *Id.* (“firms fiercely compete in base prices but not in drip prices,” so “total price increases when firms use drip pricing”).

behaving competitors that do not engage in such practices (and thus appear to charge higher prices) and will earn more profit than those competitors.<sup>19</sup>

37. Using deceptively low prices and then later adding hidden junk fees also generates significant burden for individual consumers, who “pay upward of twenty percent more [when a company engages in drip pricing] than when the actual price was disclosed upfront.”<sup>20</sup>

38. Put simply, advertising an artificially low price at the outset to lure consumers into the transaction while adding on exorbitant and variable junk fees at the very end is bad for consumers and is bad for competition.

## **B. The FTC, the Executive Branch and the Legislative Branch Have Stepped Up Against Drip Pricing.**

39. Drip pricing runs afoul of the FTC Act itself. *See* 15 U.S.C. § 45(a)(1) (declaring unlawful “unfair or deceptive acts or practices in or affecting commerce”).

40. The FTC’s guidance on bait and switch advertising has long stated that “[n]o statement . . . should be used in any advertisement which creates a false impression of the . . . value . . . of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, the purchaser may be switched from the advertised product to another.” 16 C.F.R. § 238.2(a).

41. More recently, the FTC’s Trade Regulation on Unfair or Deceptive Fees, which took effect in May 2025, declares that in many industries “it is an unfair and deceptive practice for businesses to offer, display, or advertise any price of live-event tickets . . . without clearly, conspicuously and prominently disclosing the total price,” and authorizes the FTC to seek civil penalties against companies that violate the FTC Act in this way.<sup>21</sup>

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<sup>19</sup> *Id.* (“. . . where there is uncertainty about the drip size, sellers with a high drip-price limit can earn profits above the competitive level.”).

<sup>20</sup> *Unfair or Deceptive Fees Trade Regulation Rule Comm. Matter No. R207011, supra* note 1.

<sup>21</sup> FTC, *Trade Regulation Rule on Unfair or Deceptive Fees*, 90 Fed. Reg. 2166, Summary, *supra* note 1.

42. The FTC's recent Trade Regulation on Unfair or Deceptive Fees was enacted with bipartisan support, and on May 16, 2025 the FTC wrote that “[b]usinesses have had nearly six months to prepare for the Fees Rule, and the FTC expects full compliance … businesses must display total prices upfront. This means businesses must display the maximum total of all mandatory fees or charges people have to pay”<sup>22</sup>

43. Fighting junk fees and deceptive drip pricing has bipartisan support. Republican Representative Chip Roy of Texas stated “It is concerning as a user of the service that you often seem like you’re gettin’ screwed every time you wanna go get a ticket . . . ‘How much are those fees?’”<sup>23</sup> Republican Representative Young Kim of California said “Deceptive fees add up and create more pain for families. . . . The last thing Americans need when planning a trip are costly, unexpected fees.”<sup>24</sup> Republican Senator Ted Cruz of Texas stated “No American . . . likes paying hidden or extra fees for any product or service. . . . It’s frustrating and confusing. . . . Transparency and disclosure provide consumers the information they need to make informed decisions in the marketplace, which instills more market competition.”<sup>25</sup>

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<sup>22</sup> *Don’t fumble in the red zone: FTC staff’s warning about the new Fees Rule, FTC Business Guidance* (May 16, 2025), <https://www.ftc.gov/business-guidance/blog/2025/05/dont-fumble-red-zone-ftc-staffs-warning-about-new-fees-rule>

<sup>23</sup> *Meet the Brave House Republicans Defending Junk Fees, The New Republic* (Feb. 28, 2024), <https://newrepublic.com/article/170818/house-republicans-defend-junk-fees>

<sup>24</sup> *Rep. Young Kim Bill to Promote Cost Transparency Passes Committee, Young Kim House Website*, (Apr. 8, 2025), <https://youngkim.house.gov/2025/04/08/rep-young-kim-bill-to-promote-cost-transparency-passes-committee/>

<sup>25</sup> Sen. Cruz: Sports teams Should Disclose Ticket Fees Up Front, U.S. Senate Committee on Commerce, Science, & Transportation (Jun. 8, 2023), <https://www.commerce.senate.gov/2023/6/sen-cruz-sports-teams-should-disclose-ticket-fees-up-front>

44. According to former Democratic President Joseph Biden, Junk Fees are “wrong . . . it’s just taking advantage of people.”<sup>26</sup> “It’s just about simple fairness. [F]olks are . . . tired of being taken advantage of.”<sup>27</sup> “These junk fees may not matter to the wealthy. But they sure matter to working folks in homes like the one I grew up in.”<sup>28</sup>

45. In sum, separating Junk Fees that consumers are required to pay in order to purchase an item without first disclosing the total price harms consumers by artificially increasing the search costs and the cognitive costs of finding and purchasing food and beverage items.

### **C. Attorneys General Have Stepped Up Against Drip Pricing.**

46. Seeking to protect consumers from this harm, state Attorneys General have brought enforcement actions to stop Junk Fee practices. For example, in 2019, then District of Columbia Attorney General Karl A. Racine, on behalf of District consumers sued Marriott International, Inc. for hiding the true price of hotel rooms from consumers and charging hidden resort fees to increase profits. The suit alleged that Marriott’s deceptive and misleading pricing practices and failure to disclose fees harmed consumers and violated the District’s consumer protection laws.<sup>29</sup>

47. Also, in 2024, the Attorney General for the District of Columbia filed a lawsuit against StubHub, Inc., under the CCPA, “for hiding the true price of tickets from consumers and charging hidden fees to increase profits.”<sup>30</sup> Other Attorneys General and the FTC have brought

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<sup>26</sup> President Biden speaks on FTC’s proposed junk fee ban, YouTube (Oct. 11, 2023), <https://www.youtube.com/watch?v=1TiAhSIS8W0>.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> AG Racine Sues Marriott for Charging Deceptive Resort Fees and Misleading Tens of Thousands of District Consumers, Office of the Att’y Gen. of D.C. (July 9, 2019), <https://oag.dc.gov/release/ag-racine-sues-marriott-charging-deceptive-resort>

<sup>30</sup> Attorney General Schwalb Sues StubHub for Deceptive Pricing & Junk Fees, Office of the Att’y Gen. of D.C. (July 31, 2024), <https://oag.dc.gov/release/attorney-general-schwalb-sues-stubhub-deceptive>; Compl. for Violations of the Consumer Prot. Procedures Act, *District of Columbia v. StubHub, Inc.* (D.C. Super. Ct.), at 3 ¶¶ 4-5, available at

similar actions against corporations for inducing consumers to make purchases that are not cost effective, while the companies gain millions.<sup>31</sup>

**D. Aramark’s Deceptive Junk Fee Price Displays.**

48. When customers look at a restaurant menu, they expect that the price they see is the price they will pay.

49. That is not the case at Capital One Arena, where Aramark displays one price, but charges another.

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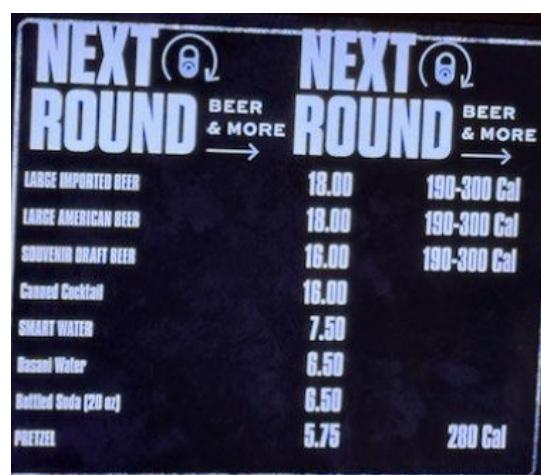
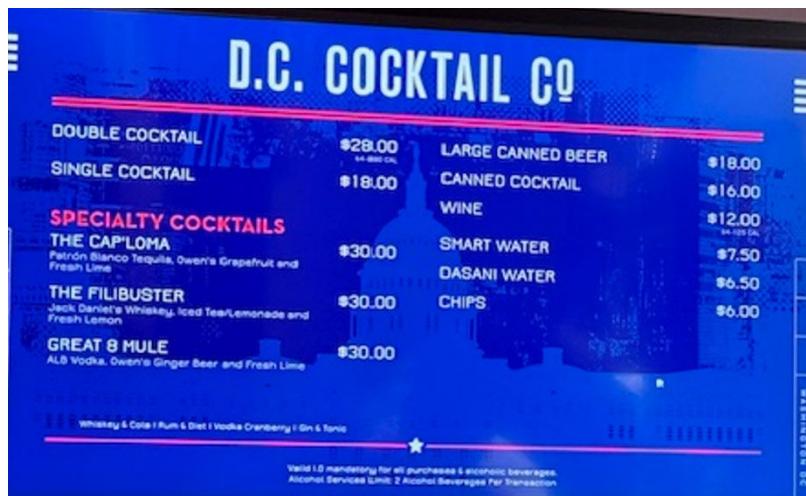
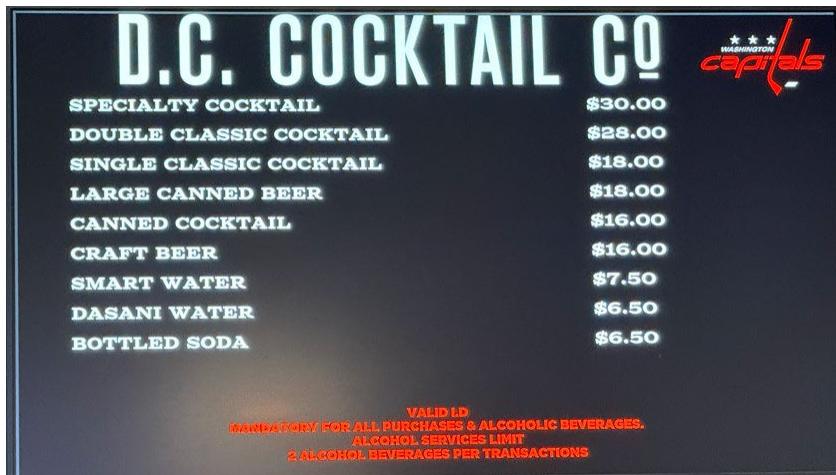
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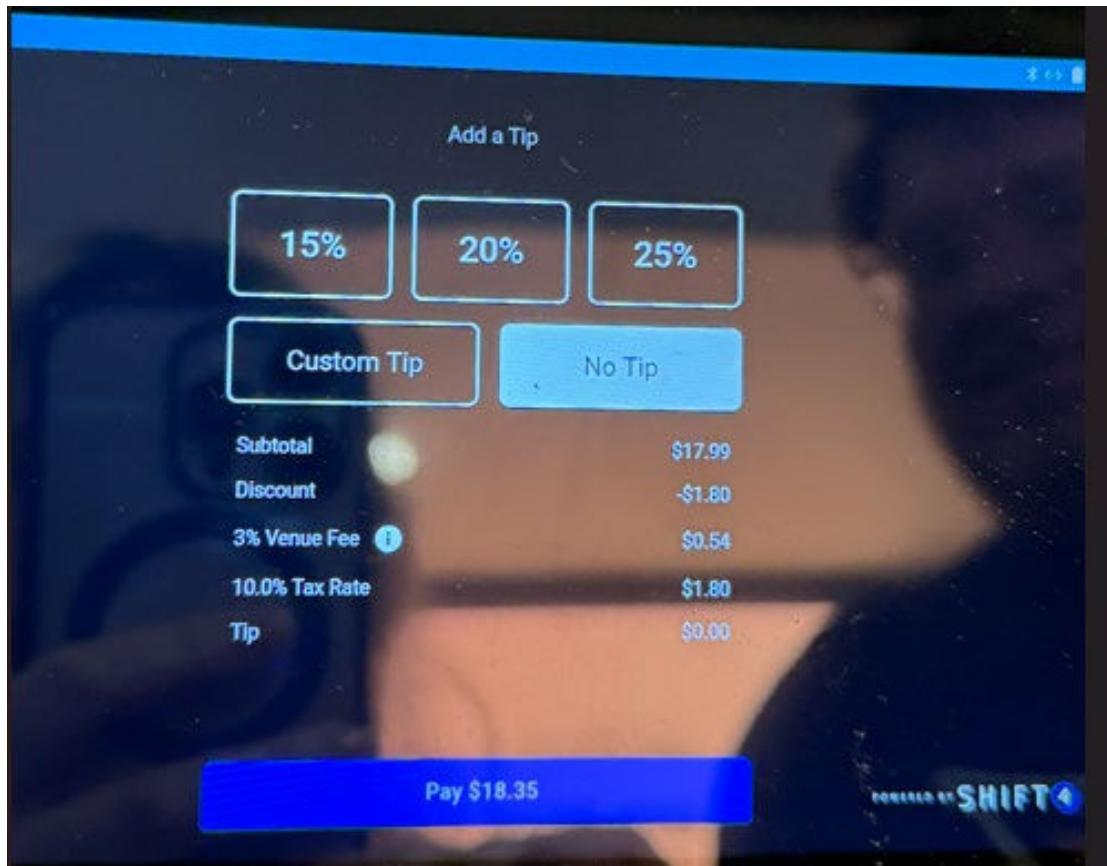
<sup>31</sup> See, e.g., Amended Complaint for Injunctive and Other Relief, [https://ago.nebraska.gov/sites/ago.nebraska.gov/files/doc/2019.07.24\\_Hilton%20Dopco%20Inc.\\_Amended%20Complaint.pdf](https://ago.nebraska.gov/sites/ago.nebraska.gov/files/doc/2019.07.24_Hilton%20Dopco%20Inc._Amended%20Complaint.pdf) (Nebraska suit against hotel chain Hilton for “drip pricing” whereby consumers are “misled or confused concerning the true cost of an overnight stay”); Complaint for Permanent Injunction, Monetary Judgment, Civil Penalty Judgment, and Other Relief, [https://www.ftc.gov/system/files/ftc\\_gov/pdf/greystar\\_complaint - filed.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/greystar_complaint - filed.pdf) (Colorado and FTC suit against multifamily property manager Greystar for “charging ‘Hidden Fees’” and “misrepresent[ing] the true cost of renting a unit at its properties.”); Complaint, [https://portal.ct.gov/-/media/ag/press\\_releases/2024/altice---complaint---51124\\_redacted.pdf](https://portal.ct.gov/-/media/ag/press_releases/2024/altice---complaint---51124_redacted.pdf) (Connecticut suit against internet service provider Altice USA for “advertis[ing] a price for Internet Service that did not include [a Junk Fee] but actually charg[ing] many of its Connecticut customers a higher price.”)

50. Here are several examples of menus at the Capital One Arena where there is no mention of a 3% surcharge:



51. Yet, Aramark adds a mandatory 3% surcharge onto food, beverage, and other transactions at Capital One Arena at checkout.

52. When a consumer at Capital One Arena selects various items to purchase at a stand, they are presented with the following screen after they have otherwise already completed the food and beverage selection and ordering process:

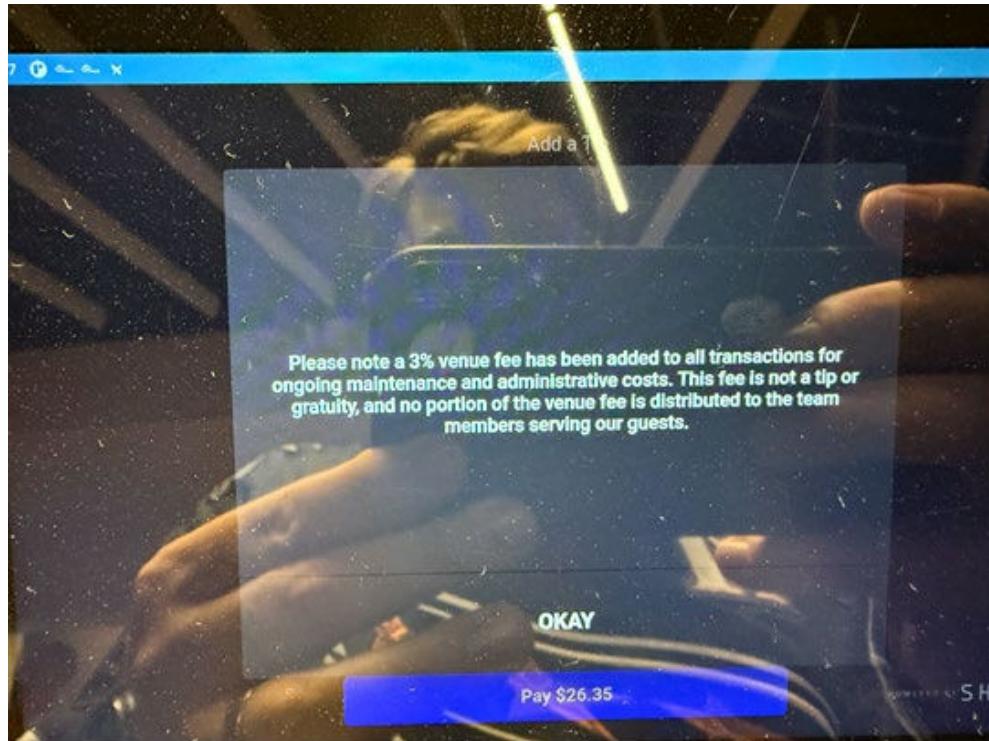


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53. Only if a consumer selects the “i” button which is next to the “3% Venue Fee” at checkout is a consumer presented with the following information regarding the fee:



54. Aramark claims that the charge is used for “ongoing maintenance and administrative costs.”

55. Aramark is explicit that the “fee is not a tip or gratuity, and no portion of the venue fee is distributed to the team members serving our guests.”

56. The mandatory 3% “venue fee” is not disclosed until after consumers have selected and ordered their food and beverage selections.

57. Consumers at Capital One Arena are not given the option of a printed receipt, and the lack of receipt furthers the deception by Aramark.

58. In common sense terms, the 3% “venue fee” is a straight cash grab designed to take money away from sports fans and put it in the pockets of Aramark.

59. By the time consumers are confronted with the last minute, mandatory 3% fee, they have already arrived at Capital One Arena, stood in long concession lines, made their food and

beverage selections based on the prices displayed on the menu, and face substantial pressure from cashiers and others standing in line to quickly and promptly complete their purchases.

60. On information and belief, Aramark is aware of these factors, and knows that in practice, consumers will have little choice other than to complete the transaction at the increased price (to the extent the consumers recognize that the price changed for a reason other than government imposed sales taxes).

61. Said differently, Aramark advertises and displays its food and beverage items at Capital One Arena for a price that it did not intend to sell the items for, and in fact, at a price that Aramark refuses to honor.

62. Aramark’s Junk Fees are an unfair and deceptive trade practice under the CPPA, which, among other things, establishes “an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.” D.C. Code § 28–3901(c).

63. Moreover, the CPPA is explicit that a business cannot “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.” D.C. Code § 28–3904(h).

64. That is precisely what Aramark has done here—advertised and offered one price, but charged another.

65. Aramark’s Junk Fee practices are not just wrong—they are illegal.

### **THE DISTRICT’S CONSUMER PROTECTION PROCEDURES ACT**

66. The District of Columbia Consumer Protection Procedures Act protects consumers from a wide range of unfair and deceptive business practices. *See* D.C. Code § 28–3904.

67. Consistent with these protections, CPPA Section 28–3901(c) directs courts to construe the CPPA broadly “to promote its purpose,” including ensuring that “a just mechanism exists to remedy all improper trade practices” and promoting “through effective enforcement[] fair business practices throughout the community.” D.C. Code §§ 28–3901(c), (b)(1), (2).

68. Among other things, the CCPA “establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia,” D.C. Code § 28–3901(c), and makes it unlawful to “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered,” “make false or misleading representations of fact concerning . . . the price in comparison to [the] price of [a] competitor[’s],” and make misrepresentations, omissions, or use innuendo or ambiguity, as to a material fact which has a tendency to mislead. D.C. Code §§ 28–3904(e), (f), (f-1), (h), (j).

69. CCPA Section 28–3904 is explicit that a violation occurs regardless of “whether or not any consumer is in fact misled, deceived, or damaged” by the unlawful practice.

70. Where a violation is found, the CCPA provides for mandatory statutory damages of \$1,500 *per violation*, among other relief. D.C. Code § 28–3905(k)(2)(A)(i).

71. The CCPA further authorizes non-profits—such as Travelers United—to sue on behalf of impacted consumers.

72. D.C. Code § 28-3905(k)(1)(D)(i) provides in relevant part that “a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action . . . for relief from such use by such person of such practice.”

### **CLASS ALLEGATIONS**

73. This action is brought and may properly proceed as a class action pursuant to District of Columbia Rule of Civil Procedure 23 (“Rule 23”), including Sections (b)(1), (b)(2) and (b)(3) of Rule 23.

74. Plaintiff seeks certification of the following nationwide class (the “Class”), consisting of the following individuals:

All individuals in the United States who made a purchase with Aramark at Capital One Arena and paid a venue fee, service fee, and/or other similar fee as part of the transaction.

75. Aramark’s deceptive Junk Fee practices violate each Class members’ individual statutory right to truthful information about the actual price of the food and beverage items.

76. Aramark’s deceptive Junk Fee practices have resulted in actual injury and harm to the Class members in the amount of the Junk Fees which were absent from the originally displayed price.

77. Plaintiff explicitly reserves its right to amend, add to, modify, and/or otherwise change the proposed class definitions as discovery in this action progresses.

78. The following people are excluded from any of the Class: (1) any Judge or Magistrate presiding over this action, members of their staffs (including judicial clerks), and members of their families; (2) Aramark, Aramark’s subsidiaries, parents, successors, predecessors, and any entity in which Aramark or its parents have a controlling interest, and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and Aramark’s counsel, and employees of their firms; and (6) the legal representatives, successors, and assigns of any such excluded persons.

79. **Numerosity.** Plaintiff is informed and believes that there are tens of thousands of members of the Class. The Class is so large that the joinder of all of their members is impracticable. The exact number of members of the Class can be determined from information in the possession and control of Aramark.

80. **Commonality.** Aramark has acted or refused to act on grounds that apply generally to the Class. Absent certification of the Class, the sought relief creates the possibility of

inconsistent judgments and/or obligations imposed on Aramark. Many common issues of fact and law exist, including, without limitation:

- a. Whether Aramark’s drip and/or partitioned Junk Fee practices are a trade practice under the CCPA;
- b. Whether the food and beverage items sold by Aramark are consumer goods or services under the CCPA;
- c. Whether Aramark is a merchant under the CCPA;
- d. Whether Aramark “advertise[s] or offer[s] goods or services without the intent to sell them or without the intent to sell them as advertised or offered” (D.C. Code § 28–3904(h));
- e. Whether Aramark’s drip and/or partitioned Junk Fee practices constitute a “misrepresent[ation] as to a material fact which has a tendency to mislead” (D.C. Code § 28–3904(e));
- f. Whether Aramark’s drip and/or partitioned Junk Fee practices “fail to state a material fact” that “tends to mislead” (D.C. Code § 28–3904(f));
- g. Whether Aramark’s drip and/or partitioned Junk Fee practices “use innuendo or ambiguity as to a material fact, which has a tendency to mislead” (D.C. Code § 28–3904 (f-1)); and
- h. Whether Aramark’s drip and/or partitioned Junk Fee practices “make false or misleading representations of fact concerning . . . the price in comparison to price of competitors or one’s own price at a past or future time,” (D.C. Code § 28–3904 (j)).

81. **Predominance.** These common issues predominate over individualized inquiries in this action because Aramark liability can be established as to all members of the Class.

82. **Typicality.** Travelers United brings this action on behalf of a Class of consumers for whom it advocates in connection with its mission to improve and enhance travel, including related to pricing transparency in dining and entertainment. Hence, its mission is to promote the

objectives of the Class of consumers it seeks to represent. Travelers United's claims are also typical, if not identical, to the claims that could be asserted by all members of the Class. Their claims all arise from Aramark's deceptive Junk Fee practices applicable to all such Class members and are based on the same legal theory as to how and why those practices violate the CCPA. *See Travelers United, Inc. v. Sonesta Int'l Hotels Corp.*, 2024 D.C. Super. LEXIS 38 (D.C. Super. Ct. Dec. 5, 2024) (finding Travelers United to be a typical class representative in CCPA action).

83. **Adequacy.** The CCPA provides that Travelers United, as a public interest organization, can bring this action on behalf of the interests of a class of consumers. *See D.C. Code § 28-3905(k)(1)(D)(i)*. In doing so, Travelers United will fairly and adequately represent and protect the interests of the Class and has retained counsel competent and experienced in complex litigation and class actions. Travelers United's claims are representative of the claims of the members of the Classes, as its claims arise from the allegation that each member of the Class lost money by paying Junk Fees to Aramark. Travelers United also has no interests antagonistic to those of the Class, and Aramark has no defenses unique to Travelers United. Travelers United and their counsel are committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so. Neither Travelers United nor their counsel have any interest adverse to the Class.

84. **Superiority.** There are substantial benefits to proceeding as a class action that render proceeding as a class action superior to any alternatives, including that it will provide a realistic means for members of the Class to recover damages; the damages suffered by members of the Class may be relatively small; it would be substantially less burdensome on the courts and the parties than numerous individual proceedings; many members of the Class may be unaware that they have legal recourse for the alleged conduct; and because issues common to members of the Class can be effectively managed in a single proceeding. Plaintiff knows of no difficulty that could be encountered in the management of this litigation that would preclude its maintenance as a class action.

85. Plaintiff reserves the right to revise each of the foregoing allegations based on facts learned through additional investigation and in discovery.

### **COUNT I**

#### **Violation of the Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.* On Behalf of the Class**

86. The allegations of Paragraphs 1 through 85 are re-alleged as if fully set forth herein.

87. The D.C. Consumer Protection Procedures Act is a remedial statute that is to be broadly construed. It establishes “an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.” D.C. Code § 28-3901(c). CPPA Section 28-3904 is explicit that a violation occurs regardless of “whether or not any consumer is in fact misled, deceived, or damaged” by the unlawful practice.

88. Travelers United has standing to bring this Count on behalf of the Classes under D.C. Code § 28-3905(k)(l)(D)(i), which provides in relevant part that “a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.”

89. Travelers United is a public interest organization that has done significant advocacy work against Junk Fees across the travel industry, both locally in the District and at the federal level.

90. The CPPA prohibits unlawful trade practices in connection with the offer, sale, advertisement, and supply of consumer goods and services. D.C. Code § 28-3904.

91. The food and beverage items sold by Aramark at Capital One Arena are sold for personal, household, or family purposes and, therefore, are consumer goods or services.

92. Aramark, in the ordinary course of business, offers to lease, sell, or supply consumer goods and services and, therefore, is a merchant. D.C. Code § 28-3901(a)(3).

93. Aramark's advertising, offering, and displaying of prices that do not include Junk Fees that were then charged as a prerequisite to completing transactions constitute an advertisement or offer without the intent to sell food, beverage, and other items as advertised, which is an unlawful trade practice that violates the CPPA, D.C. Code § 28–3904(h).

94. Because cost is a material fact to consumers deciding whether to purchase an item and because drip and partitioned pricing misrepresent the price and total cost to the consumer, through this conduct Aramark engaged in unfair and/or deceptive trade practices by “misrepresent[ing] . . . a material fact which has a tendency to mislead,” D.C. Code § 28–3904(e), “fail[ing] to state a material fact” and “such failure tends to mislead,” D.C. Code § 28–3904(f), “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead,” D.C. Code § 28–3904(f-1), and/or “mak[ing] false or misleading representations of fact concerning . . . the price in comparison to price of competitors or one’s own price at a past or future time,” D.C. Code § 28–3904(j).

95. Aramark’s deceptive Junk Fee practices violate each Class member’s individual statutory right to truthful information from Aramark about the actual price for items purchased or received in the District of Columbia.

96. Class members suffered actual injuries as a result of Aramark’s unfair and deceptive practices in the amount of the Junk Fees that consumers were required to pay in order to purchase items which were not included in the advertised price but were paid.

97. Class members were also injured by having to spend more time searching for full pricing information or by having to make uninformed decisions.

98. Each item that Aramark sold without disclosing Junk Fees in the initially displayed price constitutes a violation of the CPPA.

99. Plaintiff and the Class members are also entitled to injunctive relief because the practices are ongoing. D.C. Code § 28–3905(k)(2)(D).

100. WHEREFORE, Plaintiff respectfully requests the following relief:

- a. An order certifying the proposed classes pursuant to Rule of Civil Procedure 23 and appointing Plaintiff and its counsel to represent them;
- b. Award the Class members treble damages of the actual damages as provided in the CCPA, or statutory damages of \$1,500.00 per violation, whichever is greater;
- c. Award Plaintiff and the Class members punitive damages as determined by the trier of fact as Aramark's actions were replete with malice and were accompanied with fraud, ill will, recklessness, wantonness, oppressiveness, and willful disregard of the Class members' rights as described above;
- d. Award Plaintiff and the Class members reasonable attorneys' fees and costs as provided in the CCPA;
- e. Grant any additional relief as may be necessary to restore to the consumers money, whether or not a class is certified, which may have been acquired by means of Aramark's unlawful trade practices pursuant to D.C. Code § 28–3905(k)(2)(E) including, but not limited to, disgorgement and restitution; and
- f. Grant Plaintiff and the Class members other and further relief as the Court finds necessary and proper.

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**JURY DEMAND**

101. Plaintiff demands a trial by jury.

Date: November 7, 2025

/s/ F. Peter Silva II

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

Katherine Aizpuru (DC Bar No. 1022412)

**TYCKO & ZAVAREEI LLP**

2000 Pennsylvania Avenue, NW, Suite 1010

Washington, D.C. 20006

Telephone: (202) 973-0900

[psilva@tzlegal.com](mailto:psilva@tzlegal.com)

[kaizpuru@tzlegal.com](mailto:kaizpuru@tzlegal.com)

Wesley M. Griffith, *pro hac vice* to be filed

**ALMEIDA LAW GROUP LLC**

111 W. Ocean Blvd, Suite 426

Long Beach, CA 90802

Telephone: 310-896-5813

[wes@almeidalawgroup.com](mailto:wes@almeidalawgroup.com)

*Counsel for Plaintiff and the Putative Class*