

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, <i>Plaintiff,</i> v. PRO-FOOTBALL, INC., <i>Defendant.</i>	Case No.: 2022-CAB-005270 Judge Shana Frost Matini
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CONSENT JUDGMENT AND ORDER

Plaintiff District of Columbia (the “District”), by and through its Office of the Attorney General (“OAG”), filed its Complaint in this matter under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, et seq. (“CPPA”) against Defendant Pro-Football, Inc. (“Defendant”). The District and Defendant (collectively, the “Parties”) stipulate to the entry of this Consent Order and Judgment (“Consent Order”) to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff, the District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General has

authority to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

2. Defendant Pro-Football, Inc. is a corporation organized under the laws of Maryland and maintains its principal place of business at 21300 Coach Gibbs Dr, Ashburn, VA 20147. Defendant owns and operates the Washington Commanders. The Washington Commanders is one of thirty-two separately owned and independently operated professional football teams that make up the National Football League.

DEFINITIONS

3. **“Consumer”** means a consumer under D.C. Code §28-3901(a)(2) that listed a District of Columbia address when he or she entered into a seat license contract or suite contract with Defendant and where that contract required the individual to submit a Security Deposit to the Defendant.

4. **“Effective Date”** shall be the date on which this Consent Order is entered by this Court.

5. **“Impacted Consumer”** means a Consumer who (1) has not had an active contract with Defendant in the thirty (30) days prior to the Effective Date and (2) has not had their Security Deposit refunded by Defendant as of the date of the Effective Date.

6. **“Security Deposit”** means the funds paid by the Consumer to Defendant as part of the Consumer's contract for premium seating, including club and loge seats and suites, at the Commanders' stadium to secure access to that seating for the duration of the contract and cover any damages to the seating.

FACTS

7. This Court has jurisdiction over this matter.

8. The District's Complaint alleges that Defendant engaged in, among other things, unlawful trade practices violating the CPPA, D.C. Code § 28-3904(e) and (f). In particular, it alleges that Defendant offered multi-year contracts for premium seating at its stadium starting in 1996 and that the contracts required Consumers to pay a Security Deposit. According to the Complaint, these contracts stipulated that the Consumers' Security Deposits would be returned within 30 days of the expiration of the contract or any renewal term. The Complaint alleges that contrary to this contract term, Defendant deceptively retained many of these Security Deposits for years after Consumers' contracts expired. Further, the Complaint alleges that Defendant created additional, extra-contractual requirements in 2009 for Consumers who requested refunds of their Security Deposits, namely that, in order to have his or her security deposit returned, a Consumer had to submit a signed written request. The Complaint alleges that these requirements were not specified in the Consumers' contracts. Finally, the Complaint alleges that when Defendant did send letters in 2014 notifying Consumers that the Defendant had retained their Security Deposit, Defendant failed to disclose that it was applying the *post-hoc* requirements rather than the terms of the contract.

9. Defendant denies all of the District's allegations and claims, including that it has violated any consumer protection laws, including the CPPA. No part of this settlement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendant. Nothing contained in this Consent Order is or may be construed to be an admission by Defendant of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing. This Consent Order shall not be construed or used as a waiver of any defense Defendant may raise in any other proceeding.

INJUNCTION

10. Defendant shall not engage in any act or practice that violates the CPPA.

11. Defendant shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead Consumers regarding the process of refunding a Security Deposit owed to a Consumer.

12. To the extent that it is not already doing so, Defendant shall make all reasonable efforts to refund Security Deposits to Consumers with active accounts within 30 days of the expiration of their contract without, assuming the Consumer has met all requirements of the contract, requiring Consumers to follow any additional procedures to receive their Security Deposits.

13. Defendant shall make all reasonable efforts to send a yearly reminder to Consumers with active seat licenses or suite contracts with the Defendant and an unrefunded Security Deposit. The reminder shall (1) list the value of the Consumer's Security Deposit, (2) explain that the money will be returned within 30 days of the Consumer's contract expiring, and (3) list the date on which the Consumer's contract will expire.

MONETARY AND RESTITUTION TERMS

14. Within thirty (30) days of the Effective Date of this agreement, Defendant shall pay the District \$425,000. Payment shall be made by wire payment and delivered to the Office of the Attorney General consistent with instructions from OAG. The District may use this payment for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation, and/or this payment may be placed in, or applied to, the District's restitution fund or litigation support fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General for the

District of Columbia. Defendant agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

15. In addition to the payment discussed in paragraph 14 of this Consent Order, Defendant shall engage in a process to refund Security Deposits held by Defendant to Impacted Consumers who are owed a Security Deposit. The process shall function as follows:

a. Defendant shall attempt to notify each Impacted Consumer of any unrefunded Security Deposit via letter, phone call, and email, as applicable, by utilizing all contact information in Defendant's possession, custody or control. These notifications shall provide Impacted Consumers with a phone number, mailing address, and email address or webpage through which the Impacted Consumer can (i) verify the existence of their account with the Defendant and (ii) provide a mailing address at which the Impacted Consumer will receive their Security Deposit refund from Defendant.

b. For all Impacted Consumers who do not respond to these notifications within 30 days, Defendant shall utilize a public record search to make a good faith attempt to find the most recent available contact information for the Impacted Consumer.

c. If after such a public record search Defendant makes a good faith determination that it has identified accurate contact information for a non-responding Impacted Consumer, Defendant shall notify the Impacted Consumer of information explained in subsection (a) using the identified mailing address, phone number or email address. If Defendant is not able to

identify new or additional contact information for a non-responding Impacted Consumer through the public record search described in sub-paragraph (b) above, Defendant will be deemed to have complied with its obligation to the Impacted Consumer and will be required to follow the District of Columbia's abandoned property process as set forth in sub-paragraph (d) below.

d. One hundred fifty (150) days following the Effective Date, if Defendant is unable to return a Security Deposit to an Impacted Consumer, Defendant shall follow the District of Columbia's abandoned property process pursuant to D.C. Code §§ 41-151 *et seq.*

16. Defendant shall for period of sixty days (60) within the 120-day period following the Effective Date prominently and conspicuously disclose the aforementioned refund process or provide a prominent and conspicuous link to a separate webpage which discloses the process on the following webpages:

- <https://www.commanders.com/tickets>
- <https://www.commanders.com/tickets/2023/2023-deposits>
- <https://www.commanders.com/tickets/premiumtickets/>
- <https://www.commanders.com/tickets/premiumtickets/club-seats>
- <https://www.commanders.com/tickets/suites/loge>
- <https://www.commanders.com/tickets/suites/>

This disclosure(s) shall include an email address by which Consumers can contact Defendant to inquire whether they are eligible for any Security Deposit refund.

17. Within sixty (60) days of the Effective Date, Defendant shall provide a report to the District, stating: (1) the name of each Impacted Consumer and the monetary value of the Impacted Consumer's Security Deposit; (2) if the Impacted Consumer was sent a notice(s), the method by which the notice was sent, and if available, the date that notice(s) was sent; (3) if Defendant received a response to the notice(s); (4) if the Defendant has conducted a public

records search to find accurate contact information for the Impacted Consumer and if that search was successful under paragraph 15 subsection (c); and (5) if the Impacted Consumer has received their Security Deposit and the date that the Security Deposit was refunded. Defendant shall provide further reports to the District with the same information one hundred twenty (120) days after the Effective Date and one hundred fifty (150) days after the Effective Date.

RELEASES

18. This Consent Order finally disposes of all claims and issues by the parties that have been raised, or could have been raised, by either party based on the conduct and time period alleged in the Complaint in this lawsuit.

19. The District shall release Defendant from all claims that the Attorney General asserted or could have asserted under the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et seq., based on the facts alleged in the Complaint.

20. Defendant shall release the District from all claims that Defendant raised, or could have raised, against the District in this lawsuit.

GENERAL PROVISIONS

21. The Parties may apply to the Court to modify this Consent Order by agreement at any time. Any party may apply to the Court, without the other party's agreement, to modify this Consent Order for good cause shown based on a substantial change in law or fact occurring after the date this Consent Order is entered.

22. The District reserves the right to take any legal action to enforce the terms of this Consent Order. However, prior to taking any such action, the District shall provide a fifteen (15) business day notice letter by email and first-class mail to Defendant upon a good faith belief that Defendant has violated the injunctive terms of this Consent Order. Defendant shall have fifteen

(15) business days from the receipt of the notice to explain and correct any violation before the District shall take any legal action to enforce the terms of this Consent Order.

23. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the Plaintiff District of Columbia:

Adam Teitelbaum,
Director Office of Consumer Protection
DC Office of the Attorney General
400 6th Street, NW
Washington, DC 20001
Adam.Teitelbaum@dc.gov

For the Defendant Pro-Football, Inc.:

Mali Friedman
Chief Legal Officer & SVP, Business Affairs
Washington Commanders
FedEx Field
1600 FedEx Way
Landover, Maryland 20785
Mali.Friedman@Commanders.com

24. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

25. In entering into this Consent Order, the parties are neither extinguishing any rights otherwise available to Consumers, nor creating any right not otherwise available under the laws of the District of Columbia.

26. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as

may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

27. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

28. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

29. If any clause, provision, or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

30. Nothing in this Consent Order shall be construed as relieving Defendant of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

31. Defendant shall ensure that all current and future personnel having final decision-making authority with respect to the subject matter of this Consent Order are informed of the requirements set forth in this Consent Order.

32. Defendant shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order .

33. Defendant shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Defendant is prohibited by this Consent Order .

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

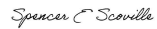
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Director, Office of Consumer Protection
Public Advocacy Division

Date: Apr 9, 2023



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Date: Apr 10, 2023


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Date: Apr 10, 2023

Attorneys for the District of Columbia

CONSENTED TO FOR DEFENDANT PRO-FOOTBALL, INC.

Mali Friedman

Date: 3/29/23

Mali Friedman
Chief Legal Officer & SVP, Business Affairs
Washington Commanders
FedEx Field
1600 FedEx Way
Landover, Maryland 20785

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

Judge Shana Frost Matini
Superior Court of the District of Columbia