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Attorneys for Defendant Ticketmaster LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MAHMOUD AMERI, and ERIN OUBORG,
each individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TICKETMASTER LLC and DOES 1-10,
inclusive,

Defendants.

CASE NO. 3:19-CV-2642

**DEFENDANT TICKETMASTER LLC'S
NOTICE OF REMOVAL**

1 Defendant Ticketmaster LLC (“Ticketmaster”) hereby removes this action from the
2 Superior Court of the State of California for the County of Alameda to this Court pursuant to
3 28 U.S.C. §§ 1332, 1441, 1446, and 1453.

4 **I. PROCEDURAL BACKGROUND**

5 1. On September 28, 2018, Plaintiff Mahmoud Ameri, individually and on behalf of
6 all others similarly situated, filed a Class Action Complaint in the Superior Court of the State of
7 California for the County of Alameda (“Alameda County Superior Court”), captioned *Mahmoud*
8 *Ameri, individually and on behalf of all others similarly situated v. Ticketmaster LLC, and DOES*
9 *1-10, inclusive*, Case No. RG18922688 (the “State Court Action”).

10 2. On November 7, 2018, Ticketmaster removed the State Court Action to the United
11 States District Court for the Northern District of California on the basis of diversity jurisdiction
12 under the Class Action Fairness Act. *See* Notice of Removal, *Ameri v. Ticketmaster LLC*, No.
13 3:18-cv-06750 (N.D. Cal. Nov. 7, 2018), ECF No. 1 (the “Federal Court Action”).

14 3. On November 15, 2018, this Court related the Federal Court Action to *Lee v.*
15 *Ticketmaster L.L.C.*, No. 3:18-cv-05987 (N.D. Cal.). *See* Order Regarding Admin. Mot. to
16 Consider Whether Cases Should Be Related, *Ameri v. Ticketmaster LLC*, Case No. 3:18-cv-06750
17 (N.D. Cal. Nov. 15, 2018), ECF No. 22.

18 4. On April 1, 2019, this Court remanded the Federal Court Action to Alameda County
19 Superior Court because Plaintiff Ameri lacked Article III standing. *See* Remand Order, *Ameri v.*
20 *Ticketmaster LLC*, Case No. 3:18-cv-06750-VC (N.D. Cal. Apr. 1, 2019), ECF No. 42.

21 5. On April 2, 2019, the Clerk of this Court transmitted to Alameda County Superior
22 Court copies of the docket entries and Remand Order entered in the Federal Court Action. *See*
23 Clerk’s Notice, *Ameri v. Ticketmaster LLC*, No. 3:18-cv-06750-VC (N.D. Cal. Apr. 2, 2019), ECF
24 No. 43. Alameda County Superior Court entered the Notice of Remand on April 8, 2019.

25 6. On April 11, 2019, Plaintiffs Mahmoud Ameri and Erin Ouborg, individually and
26 on behalf of all others similarly situated (“Plaintiffs”), filed a First Amended Class Action
27 Complaint (“First Amended Complaint”) in Alameda County Superior Court, captioned *Mahmoud*
28 *Ameri, and Erin Ouborg, each individually and on behalf of all others similarly situated v.*

1 *Ticketmaster LLC, and DOES 1-10, inclusive*, Case No. RG18922688. The Amended Summons
2 and First Amended Complaint were served on Ticketmaster by mail on April 15, 2019. Attached
3 as **Exhibit 1** are true and correct copies of the Amended Summons, First Amended Complaint,
4 and Proof of Service.

5 7. Pursuant to 28 U.S.C. § 1446(a), copies of all additional process, pleadings, and
6 orders served on Ticketmaster in Alameda County Superior Court Case No. RG18922688 are
7 attached hereto as **Exhibit 2**.

8 8. This Notice of Removal is timely, as it is filed within thirty (30) days of
9 Ticketmaster’s receipt of the Amended Summons and First Amended Complaint. *See* 28 U.S.C.
10 §§ 1446(b)(2)(B)-(C); Fed. R. Civ. P. 6(a), 6(d) (deadline extended by three days where, as here,
11 service is effectuated by mail).

12 **II. THIS COURT HAS DIVERSITY JURISDICTION PURSUANT TO THE CLASS**
13 **ACTION FAIRNESS ACT**

14 9. Plaintiffs purport to represent a class including “[a]ll persons with California
15 addresses who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket
16 exchange that were first offered by and/or through Ticketmaster.” First Am. Compl. ¶ 23. The
17 Class Period is alleged to be “the period from 4 years prior to the filing of this action through the
18 trial date.” *Id.* ¶ 6.

19 10. This Court has original jurisdiction over this action pursuant to the Class Action
20 Fairness Act (“CAFA”). *See* 28 U.S.C. §§ 1332(d), 1453. CAFA extends federal jurisdiction over
21 class actions where: (1) any member of the proposed class is a citizen of a state different from any
22 defendant (*i.e.*, minimal diversity exists); (2) the putative class consists of more than 100 members;
23 and (3) the amount in controversy exceeds \$5 million, taking into account all damages and
24 equitable relief sought for all of the purported class members’ claims in the aggregate, exclusive
25 of interest and costs. 28 U.S.C. §§ 1332(d)(2), (d)(5)(B), (d)(6). Each of these requirements is
26 satisfied in this action.

27
28

1 **A. This Is a Purported Class Action Within the Meaning of CAFA**

2 11. A “class action” under CAFA includes any civil action filed under Federal Rule of
3 Civil Procedure 23 or a “similar State statute or rule of judicial procedure authorizing an action to
4 be brought by 1 or more representative persons as a class action.” *See* 28 U.S.C. § 1332(d)(1)(B).

5 12. Plaintiffs’ First Amended Complaint meets this definition because it is brought
6 pursuant to Section 382 of the California Code of Civil Procedure, which authorizes one or more
7 individuals to sue “for the benefit of all” when “the question is one of a common or general interest,
8 of many persons, or when the parties are numerous, and it is impracticable to bring them all before
9 the court.” Cal. Code Civ. Proc. § 382; *see* 28 U.S.C. §§ 1332(d)(1)(B), (d)(5)(B); First Am.
10 Compl. ¶ 4 (“Plaintiff [sic] brings this action, individually and as a class action under California
11 Code of Civil Procedure § 382.”).

12 **B. Minimal Diversity Is Satisfied**

13 13. For purposes of establishing federal jurisdiction, CAFA requires only minimal
14 diversity—that is, at least one purported class member must be a citizen of a state different from
15 the state of citizenship of any named defendant. 28 U.S.C. § 1332(d)(2)(A).

16 14. “[A] corporation shall be deemed to be a citizen of every State and foreign state by
17 which it has been incorporated and of the State or foreign state where it has its principal place of
18 business.” 28 U.S.C. § 1332(c)(1). At the time of the filing of this lawsuit, and at the time of
19 removal, Ticketmaster was and is a corporation incorporated under the laws of the Commonwealth
20 of Virginia, with its principal place of business in Beverly Hills, California. First Am. Compl.
21 ¶ 10. Ticketmaster is therefore a citizen of Virginia and California under 28 U.S.C. § 1332(c)(1).

22 15. A person’s state citizenship is determined by her state of domicile, not her state of
23 residence. “A person’s domicile is her permanent home, where she resides with the intention to
24 remain or to which she intends to return. A person residing in a given state is not necessarily
25 domiciled there, and thus is not necessarily a citizen of that state.” *Kanter v. Warner-Lambert Co.*,
26 265 F.3d 853, 857 (9th Cir. 2001) (citation omitted). Plaintiff Ameri alleges that he is an
27 “individual and a resident of Alameda County, California.” First Am. Compl. ¶ 11. Plaintiff
28 Ameri makes no allegations about his state citizenship. Plaintiff Ouborg alleges that she is an

1 “individual and resident of Alameda County, California.” *Id.* ¶ 12. Plaintiff Ouborg makes no
2 allegations about her state citizenship.

3 16. Plaintiffs bring this action on behalf of “[a]ll persons with California addresses
4 who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that
5 were first offered by and/or through Ticketmaster.” *Id.* ¶ 23 (emphasis added).

6 17. Ticketmaster is a primary ticketing service provider; it contracts with venues to
7 provide ticket distribution services, and then sells tickets to the venue’s events to consumers or
8 other buyers, in the first instance. This is the “primary” sale of a ticket. Subsequently, after the
9 initial or “primary” sale, purchasers may choose to resell their tickets on a secondary exchange
10 platform, such as StubHub or Ticketmaster. This is known as the “secondary” sale of a ticket.

11 18. During the alleged Class Period, Ticketmaster operated secondary ticket exchange
12 platforms (“Secondary Exchanges”), including www.ticketmaster.com/verified, on which resellers
13 resold tickets to buyers. Ticketmaster, as the operator of those Secondary Exchanges, requires
14 only that purchasers provide an address that corresponds to the credit card used for the purchase.
15 Ticketmaster’s Secondary Exchanges are not restricted to citizens of California. Declaration of
16 Shawn Moon (“Moon Decl.”), ¶ 2.

17 19. According to Ticketmaster’s records, during the alleged Class Period, various
18 purchaser accounts were used to purchase tickets on a Ticketmaster Secondary Exchange using a
19 California address, where the ticket(s) had previously been offered by or through Ticketmaster in
20 the first instance (*i.e.*, during the primary sale). *See id.* ¶ 4. Subsequently, however, many such
21 purchasers updated their address with Ticketmaster, changing it to an address in a state that was
22 neither California (where Ticketmaster’s principal place of business is located) nor Virginia
23 (where Ticketmaster is incorporated). *Id.* Therefore, according to Ticketmaster’s records, the
24 class as defined includes at least one person “with [a] California address” at the time of purchase
25 who is now domiciled in a state other than California or Virginia. Minimal diversity is thus
26 established because at least one putative class member is a citizen of a different state than
27 Ticketmaster. 28 U.S.C. § 1332(d)(2)(A).

28

1 **C. The Putative Class Exceeds 100 Members**

2 20. Plaintiffs allege that “[t]he total number of members of the Class is believed to be
3 in excess of 50,000 persons,” and that “joinder of all members of the Class would be impractical.”
4 First Am. Compl. ¶ 25. Because the putative class consists of at least 100 proposed class members,
5 the requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

6 **D. The Amount in Controversy Exceeds \$5 Million**

7 21. CAFA provides that, “[i]n any class action, the claims of the individual class
8 members shall be aggregated to determine whether the matter in controversy exceeds the sum or
9 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6). The amount in
10 controversy is first determined by reviewing the allegations of the operative complaint.
11 *Lowdermilk v. U.S. Bank Nat’l Ass’n*, 479 F.3d 994, 998 (9th Cir. 2007), *overruled on other*
12 *grounds as stated in Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 981 (9th Cir. 2013)
13 (“Our starting point is ‘whether it is ‘facially apparent’ from the complaint that the jurisdictional
14 amount is in controversy.’”) (citation omitted). Where a complaint does not state a dollar amount,
15 a defendant’s notice of removal under CAFA need include “only a plausible allegation that the
16 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co.,*
17 *LLC v. Owens*, 135 S. Ct. 547, 554 (2014). Evidence on that issue is required “only when the
18 plaintiff contests, or the court questions, the defendant’s allegation.” *Id.*

19 22. Plaintiffs do not allege a specific dollar amount in damages. However, Plaintiffs
20 allege that Ticketmaster’s allegedly “anticompetitive conduct” generated “billions of dollars of
21 revenue for itself at the expense of consumers.” First Am. Compl. ¶ 20 (emphasis added). Further,
22 Plaintiffs seek to certify a class of individuals that is purportedly “in excess of 50,000 persons.”
23 *Id.* ¶¶ 23, 25. And Ticketmaster’s records indicate that purchasers who bought tickets on a
24 Ticketmaster Secondary Exchange using a California address, where the ticket(s) had first been
25 offered by or through Ticketmaster in the first instance (*i.e.*, during the primary sale), collectively
26 paid hundreds of millions of dollars for their tickets. Moon Decl. ¶ 5.

27 23. With respect to remedies, Plaintiffs seek “damages according to proof, which
28 damages shall be automatically trebled pursuant to the Cartwright Act.” First Am. Compl. ¶ 36.

1 Plaintiffs also seek “restitution of all amounts received and/or retained and/or not paid to Plaintiff
2 and the Class,” attorney’s fees, costs of suit, as well as payment of “all amounts owed to the Class
3 arising out of the actions complained of . . . , including penalties, interest, and costs.” *Id.* pp. 12-13
4 (Prayer for Relief ¶¶ 5, 8, 13-14). Plaintiff further seeks injunctive relief “prohibiting Ticketmaster
5 from engaging in the practices complained of herein pending trial of this action, and requiring
6 Ticketmaster to make appropriate reports to the Court or its appointed agent or expert regarding
7 its compliance with said injunction, and requiring Ticketmaster to pay all costs associated with
8 said [sic] monitoring said injunction,” as well as a similar permanent injunction. *Id.* p. 13 (Prayer
9 for Relief ¶¶ 11-12).

10 24. Ticketmaster denies any and all liability and contends that Plaintiffs’ allegations
11 are entirely without merit. For purposes of this Notice of Removal, however, taking Plaintiffs’
12 factual allegations as true and legal allegations as correct, Ticketmaster believes and alleges that
13 the amount in controversy would exceed \$5,000,000, exclusive of interest and costs, and satisfies
14 the amount in controversy requirements of CAFA. *See* 28 U.S.C. § 1332(d)(2).

15 **III. VENUE AND INTRA-DISTRICT ASSIGNMENT**

16 25. Because Plaintiffs’ First Amended Complaint was filed in Alameda County
17 Superior Court, this district is the proper venue for this action upon removal pursuant to 28 U.S.C.
18 § 1441(a).

19 26. For the purpose of efficiency, Ticketmaster believes that the San Francisco Division
20 of this Court is the most appropriate intra-district assignment. After Ticketmaster previously
21 removed the State Court Action, this Court related it to *Lee v. Ticketmaster, L.L.C.*, No. 3:18-
22 05987-VC (N.D. Cal.) and transferred it to Judge Chhabria. Ticketmaster intends to file a motion
23 to relate the amended action to *Lee* as well.

24 **IV. REMOVAL PROCEDURE**

25 27. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil
26 Procedure. *See* 28 U.S.C. § 1446(a).

27 28. Ticketmaster was served with the First Amended Complaint by mail on April 15,
28 2019. *See* Ex. 1. Accordingly, this Notice of Removal is timely under 28 U.S.C. § 1446(b), as it

1 is filed within 30 days of service. *See id.*; Fed. R. Civ. P. 6(a), 6(d) (deadline extended by three
2 days where, as here, service is effectuated by mail).

3 29. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders are
4 attached hereto as Exhibit 1 (Amended Summons, First Amended Complaint, and Proof of
5 Service) and Exhibit 2 (all additional process, pleadings, and orders).

6 30. Ticketmaster will serve written notice of the removal of this action upon all adverse
7 parties promptly, and will file such notice with the Clerk of Alameda County Superior Court, as
8 required by 28 U.S.C. § 1446(d).

9

10 Dated: May 15, 2019

Respectfully Submitted,

LATHAM & WATKINS LLP

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12

13 By: /s/ Timothy L. O'Mara

Timothy L. O'Mara

14

Attorneys for Defendant Ticketmaster LLC

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EXHIBIT 1



20939722
SUM-100

**AMENDED SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TICKETMASTER LLC, and DOES 1-10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MAHMOUD AMERI, and ERIN OUBORG, each individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
ALAMEDA COUNTY

APR 11 2019

CLERK OF THE SUPERIOR COURT
By *Ayazana Turner*
Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

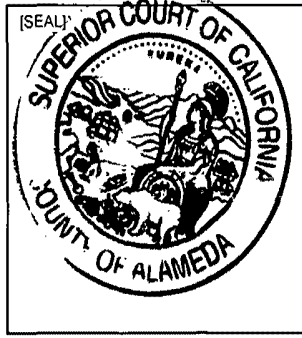
The name and address of the court is:
(El nombre y dirección de la corte es): **ALAMEDA SUPERIOR COURT**
1225 Fallon Street
Oakland, California 94612

CASE NUMBER:
(Número del Caso): **RG18922688**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Hallie Von Rock, Aiman-Smith & Marcy, 7677 Oakport St., Ste. 1150, Oakland, CA 94621 510/817-2711

DATE: **APR 11 2019** **Chad Finke** Clerk, by *Ayazana Turner* Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):



1 **AIMAN-SMITH MARCY**

PROFESSIONAL CORPORATION

2 Randall B. Aiman-Smith #124599
3 Reed W.L. Marcy #191531
4 Hallie Von Rock #233152
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16 Attorneys for Plaintiffs

17
18 IN THE SUPERIOR COURT OF CALIFORNIA
19
20 IN AND FOR THE COUNTY OF ALAMEDA

21 MAHMOUD AMERI, and ERIN
22 OUBORG, each individually and on
23 behalf of all others similarly situated,

24 Plaintiffs,

25 v.

26 TICKETMASTER LLC, and DOES 1-
27 10, inclusive,

28 Defendants.

Case No.: RG18922688

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Per se Violation of the Cartwright Act (Business and Professions Code § 16720, *et seq.*)
2. Violation of the Cartwright Act Under the Rule of Reason (Business and Professions Code § 16720, *et seq.*)
3. Violation of California Penal Code § 496
4. Unfair Business Practices (Business and Professions Code § 17200, *et seq.*)
5. Injunction (Business and Professions Code § 17200, *et seq.*)

CLASS ACTION

DEMAND FOR JURY TRIAL

**FILED
ALAMEDA COUNTY**

APR 11 2019

CLERK OF THE SUPERIOR COURT
By [Signature]
Deputy

1 Mahmoud Ameri (“Plaintiff Ameri”) and Erin Ouborg (“Plaintiff” or “Plaintiff
2 Ouborg”) are informed and believe and thereupon allege the following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC (“Ticketmaster” or “Defendant”). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster’s secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster’s
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California’s Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in her
22 capacity as class action representative on behalf of all similarly situated persons (the “Class”).

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster’s conduct as alleged

1 herein and seek damages, injunctive relief, penalties, interest, attorney's fees, and costs, all
2 under California law.

3 8. All violations of law described herein have been ongoing for at least four years,
4 are continuing at present, and will continue unless and until enjoined by this Court.

5 9. Ticketmaster knowingly and intentionally engaged in the conduct complained of
6 herein and acted as alleged herein in willful and knowing violation of the law.

7 **II. PARTIES**

8 10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in
9 Virginia with its headquarters and principal place of business in Beverly Hills, California.

10 11. Plaintiff Ameri is an individual and a resident of Alameda County, California.
11 On June 16, 2017, while physically located in Fremont, California, Plaintiff Ameri used
12 Ticketmaster's ticketing website to purchase tickets to the International Champions Cup soccer
13 match between Real Madrid and Manchester United, to be held the following month in Santa
14 Clara. Mr Ameri paid a total of \$292.75 for those tickets, inclusive of fees and taxes.

15 12. Plaintiff Ouborg is an individual and resident of Alameda County, California. On
16 January 16, 2019, Plaintiff Ouborg used Ticketmaster's ticketing website to purchase
17 Ticketmaster verified resale tickets to the Golden State Warriors basketball game that took
18 place at the Oracle Arena on February 10, 2019 in Oakland California. Plaintiff Ouborg paid
19 \$214.36 for those tickets, inclusive of \$15.18 per ticket in service fees.

20 13. Plaintiff is ignorant of the true names or capacities of defendants named herein as
21 Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names.
22 When the names and capacities of these defendants are ascertained, Plaintiff will amend this
23 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
24 or in some manner legally responsible for the events alleged herein.

25 **III. JURISDICTION AND VENUE**

26 14. This Court has subject matter jurisdiction of this action under California Code of
27 Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not
28 the United States District Court, has subject matter jurisdiction of this class action because

1 Ticketmaster's corporate headquarters are located in California, and Ticketmaster is therefore a
2 citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff's claims fall within 28
3 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-
4 thirds or more of the members of the Plaintiff Class are citizens of the State of California,
5 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
6 California, and no other class action in California asserting the same factual allegations has
7 been filed against Ticketmaster in the preceding three years.

8 15. This Court has specific and general personal jurisdiction over Ticketmaster
9 because Ticketmaster is a citizen of California, has significant contacts with California by
10 virtue of its extensive business operations in California, and has purposefully availed itself of
11 the privileges and immunities of conducting business in California; and because Ticketmaster's
12 affiliations with the State of California are sufficiently continuous and systematic to render
13 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
14 business in California.

15 16. Venue is proper in the County of Alameda pursuant to California Code of Civil
16 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
17 to the liability alleged herein occurred in the County of Alameda.

18 **IV. GENERAL ALLEGATIONS**

19 17. Tickets to live events such as concerts and sporting activities are generally sold
20 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
21 secondary market, wherein tickets originally purchased in the primary market are resold,
22 usually for higher prices.

23 18. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
24 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
25 Persons who purchase tickets in the primary market and resell those tickets in the secondary
26 market have traditionally been called "scalpers." Historically, scalpers have frequently
27 operated by rather primitive means. An individual scalper might, for example, purchase a
28 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual

1 concert goers. In recent years, however, the scalping industry has become increasingly
2 sophisticated, with resellers, for example, using software applications called “bots” that
3 purchase tickets in bulk by automated means. These tickets are then resold on the internet.
4 This process drives up the price of tickets, making live events more expensive for consumers.

5 19. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
6 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
7 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
8 agreements and contracts with these resellers, provides computer programs and support for the
9 automated resale of tickets at inflated prices, and reaps tremendous profits from these
10 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
11 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
12 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
13 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
14 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
15 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
16 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
17 activity with large-scale, professional resellers.

18 20. By its seamless coordination with large resellers and its domination of the
19 primary ticket market, Ticketmaster suppresses and prevents competition from other
20 participants in the secondary ticket market, artificially manipulates supply and demand,
21 leverages its position in the primary market to extend itself into the secondary market, and
22 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
23 restrains trade in the market for tickets in California by artificially removing tickets from the
24 primary market for sale at higher prices on the secondary market, thus denying consumers
25 access to tickets in the primary market and requiring their purchase at inflated prices in the
26 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
27 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
28 revenue and its anticompetitive position by selectively enforcing its prohibition on automated

1 technologies and fake accounts against resellers who do not participate in its scheme and who
2 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
3 uses its monopoly power in the primary ticket market to improperly exclude competition in the
4 secondary market by contracts with ticket suppliers and venues that require purchasers in the
5 primary to use only Ticketmaster exchanges for resale.

6 21. Plaintiff has been injured in fact and has lost money and property as a result of
7 Ticketmaster's practices, and brings her claim for public injunctive relief to prevent further
8 harm to the public at large, which continues to face and suffer harm as a result of
9 Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent
10 injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future
11 deception of, and injury to, the public.

12 22. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster
13 was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

14 **V. CLASS ACTION ALLEGATIONS**

15 23. This class action is brought on behalf of: All persons with California addresses
16 who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange
17 that were first offered by and/or through Ticketmaster.

18 24. The claims alleged herein may properly be maintained as a class action pursuant
19 to California Code of Civil Procedure § 382 because there is a well-defined community of
20 interest among ascertainable class members with regard to the claims asserted in this action.

21 25. The total number of members of the Class is believed to be in excess of 50,000
22 persons. Accordingly, joinder of all members of the Class would be impractical.

23 26. Questions of law and fact common to Plaintiff and the Class predominate over
24 questions of law and fact affecting only individual members of the Class. These common
25 questions of law and fact include, but are not limited to, the following:

- 26 (a) Whether Ticketmaster facilitates and participates in the automated
27 purchase and resale of tickets by resellers to increase the price of tickets;
28 (b) Whether Ticketmaster prevents competition in the secondary ticket market

1 by exploiting its monopoly position in the primary ticket market;

2 (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes
3 and enters into agreements to unite interests to affect the price of tickets
4 sold in the secondary market;

5 (d) Whether Ticketmaster's actions as described herein constitute receipt of
6 stolen property in violation of California Penal Code section 496;

7 (e) Whether Ticketmaster's actions as described herein constitute violations
8 of California Business and Professions Code § 17200, *et seq.*;

9 (f) The proper formula for calculating damages and restitution owed to
10 Plaintiff and Class Members;

11 (g) Whether Ticketmaster will, unless enjoined, continue the practices alleged
12 herein; and

13 (h) The terms and conditions of the injunction to be issued against
14 Ticketmaster.

15 27. The identities of the members of the Class are ascertainable from available
16 records maintained by Ticketmaster or by third parties.

17 28. Plaintiff's claims are typical of the claims of the Class because Plaintiff was
18 subjected to the unlawful practices alleged herein common to the Class. Ticketmaster's
19 common course of conduct has caused Plaintiff and the Class to sustain the same or
20 substantially similar injuries and damages caused by the same practices of Ticketmaster, and
21 Plaintiff's claims are, therefore, representative of the claims of Plaintiff Class.

22 29. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff
23 will vigorously prosecute this case on behalf of Class.

24 30. Counsel who represent Plaintiff are competent and experienced in litigating
25 complex actions. Plaintiff and her counsel will fairly and adequately represent and protect the
26 interests of the members of the Class.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **Per Se Violation of the Cartwright Act**
4 **(California Business & Professions Code § 16720)**

5 31. Plaintiff incorporates by reference all preceding paragraphs as though fully set
6 forth herein.

7 32. As alleged herein, Ticketmaster by and through its officers, directors, employees,
8 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
9 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
10 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
11 violation of the Cartwright Act, California Business and Professions Code § 16720.

12 33. Plaintiff and the members of the Class are proper entities to bring a case
13 concerning this conduct.

14 34. Ticketmaster's activities as alleged herein are per se violations of the Cartwright
15 Act, California Business and Professions Code § 16720.

16 35. Plaintiff and the Class have suffered antitrust injury and have been injured in
17 their business and property as a result of Ticketmaster's unlawful acts as herein alleged.

18 36. Plaintiff seeks damages according to proof, which damages shall be
19 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
20 § 16750(a).

21 37. Further, Plaintiff seeks an injunction against further wrongful acts of
22 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
23 16750(a).

24 38. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
25 Cartwright Act, California Business and Professions Code § 16750(a).

26 39. Plaintiff is automatically entitled to costs of suit pursuant to the Cartwright Act,
27 California Business and Professions Code § 16750(a).

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SECOND CAUSE OF ACTION
Violation of the Cartwright Act Under the Rule of Reason
(California Business & Professions Code § 16720)

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3 40. Plaintiff incorporates by reference all preceding paragraphs as though fully set
4 forth herein.

5 41. As alleged herein, Ticketmaster by and through its officers, directors, employees,
6 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
7 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
8 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
9 violation of the Cartwright Act, California Business and Professions Code § 16720.

10 42. Plaintiff and the members of the Class are proper entities to bring a case
11 concerning this conduct.

12 43. Ticketmaster’s conduct as alleged herein unreasonably restrains trade and
13 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
14 California Business and Professions Code § 16720.

15 44. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster’s
16 unlawful acts as herein alleged.

17 45. Plaintiff seeks damages according to proof, which damages shall be
18 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
19 § 16750(a).

20 46. Further, Plaintiff seeks an injunction against further wrongful acts of
21 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
22 16750(a).

23 47. Plaintiff is automatically entitled to reasonable attorney’s fees pursuant to the
24 Cartwright Act, California Business and Professions Code § 16750(a).

25 48. Plaintiff is automatically entitled to costs of suit pursuant to the Cartwright Act,
26 California Business and Professions Code § 16750(a).

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THIRD CAUSE OF ACTION
Violation of the California Penal Code § 496

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2 49. Plaintiff incorporates by reference all preceding paragraphs as though fully set
3 forth herein.

4 50. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
5 knowingly and designedly taking the money or property of another by false or fraudulent
6 representations or pretenses.

7 51. A violation of Penal Code § 484 is established by evidence that a person made a
8 false pretense or representation with the intent to defraud the owner of his property, and that
9 the owner was thus deprived of his property.

10 52. Penal Code § 496(a) prohibits the concealing and selling of property known to
11 have been obtained in any manner constituting theft.

12 53. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
13 from purchasing more than a limited number of tickets per event. This limit is known as the
14 "ticket limit."

15 54. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
16 submitting content or information that is fraudulent.

17 55. Scalpers use manual or automatic means to purchase first-hand tickets via
18 Ticketmaster in excess of the ticket limit, including by providing false information that
19 includes the purchaser's name, email address, contact information, IP address, and other
20 information.

21 56. By purchasing first-hand tickets in excess of the ticket limit and using falsified
22 information, scalpers knowingly and designedly take the property of the original ticket seller
23 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

24 57. Scalpers then sell those same tickets second-hand to consumers using
25 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
26 for the original ticket.

27 58. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
28

1 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
2 over the tickets while they remain offered for sale.

3 59. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
4 in excess of the ticket limit and by using falsified information.

5 60. Alternatively, Ticketmaster's principal business, or one of its principal
6 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
7 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
8 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),
9 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
10 listed for sale in its marketplace is stolen.

11 61. Ticketmaster fails to make a reasonable inquiry into whether property listed for
12 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
13 tickets sold by scalpers in its marketplace are stolen.

14 62. Regardless of how Ticketmaster's knowledge is established, by knowingly aiding
15 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
16 falsified information, Ticketmaster receives stolen property in violation of Penal Code
17 § 496(a).

18 63. Ticketmaster's violations of Penal Code § 496, as alleged above, are a substantial
19 factor in causing injury to Plaintiff and the other members of the Class.

20 64. As a result of Ticketmaster's violations of Penal Code § 496, Plaintiff and the
21 other members of the Class have suffered harm that includes but is not limited to the increased
22 price paid for event tickets, the loss of such additional amounts of money each would have
23 received had he or she not been the victim of those violations, and the lost use-value of the
24 money so deprived.

25 65. For those harms occurring within the Class Period, Plaintiff and the other
26 members of the Class seek compensatory damages at three times the amount of the actual
27 damages, prejudgment interest, reasonable attorneys' fees, and costs of suit, all pursuant to
28 Penal Code §496 (c), and in an amount according to proof at trial.

**FOURTH CAUSE OF ACTION
RESTITUTION - UNFAIR BUSINESS PRACTICES
(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)**

66. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

67. Each violation of law by Ticketmaster as alleged herein constitutes a separate and distinct unfair and unlawful practice in violation of California Business & Professions Code § 17200, *et seq.*

68. As a direct and proximate result of Ticketmaster’s conduct as alleged herein, Plaintiff and the Class have been injured in fact and have lost money and property, and Ticketmaster has been enriched by the retention of funds for reimbursement that are the property of Plaintiff and the Class.

69. Plaintiff and the Class are entitled to restitution of all amounts which Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can be proved with common evidence.

70. Plaintiff is additionally entitled to recovery of interest, costs, and attorney’s fees as provided by California law.

**FIFTH CAUSE OF ACTION
Injunction
(California Business & Professions Code § 17200, et seq.)**

71. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

72. Each violation of California law by Ticketmaster as alleged herein constitutes a separate and distinct unlawful and unfair practice in violation of California Business & Professions Code § 17200, *et seq.*

73. Plaintiff and the Class have been harmed by Ticketmaster’s unlawful and unfair practices as alleged herein.

74. Ticketmaster continues to engage in the unlawful and unfair practices alleged herein through the present day.

1 75. Unless enjoined by this Court, Ticketmaster will continue to engage in the
2 unlawful and unfair practices alleged herein.

3 76. Plaintiff is entitled to, and therefore requests, an injunction of this Court
4 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
5 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
6 to monitor Ticketmaster's compliance with said injunction.

7 77. Plaintiff is entitled to costs and attorney's fees for pursuing the injunction
8 requested herein.

9 **VII. PRAYER FOR RELIEF**

10 Wherefore, Plaintiff, on behalf of herself and the Class, pray for relief as follows:

11 1. That the Court certify this action as a class action on behalf of the Class pursuant
12 to California Code of Civil Procedure § 382;

13 2. That the Court designate Plaintiff as representative of the Class;

14 3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

15 4. That the Court adjudge and decree that Ticketmaster's acts as herein alleged
16 violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;

17 5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of
18 the actions complained of herein, including penalties, interest, and costs;

19 6. That Ticketmaster, at its own expense, be ordered to provide full and adequate
20 notice as required in class actions to all members of the Class;

21 7. That this action and the Class be further designated, respectively, as a
22 representative action and a representative class under California Business & Professions Code
23 § 17200, *et seq.*;

24 8. That Ticketmaster be ordered to make full restitution of all amounts received
25 and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California
26 Business and Professions Code § 17200, *et seq.*;

27 9. That in addition to any constitutionally sufficient notice that is or might
28 otherwise be required in a class action under California law, that Ticketmaster be ordered to

1 pay for all necessary efforts to actually locate members of the representative class under
2 Business and Professions Code § 17200, *et seq.*;

3 10. That this Court determine, and provide its declaratory judgment, that the
4 practices complained of herein were done willfully, knowingly, and intentionally;

5 11. That this Court issue a temporary injunction, on terms the Court may deem
6 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
7 of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to
8 the Court or its appointed agent or expert regarding its compliance with said injunction, and
9 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;

10 12. That this Court issue a permanent injunction, on terms the Court may deem
11 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
12 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
13 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
14 pay all costs associated with monitoring said injunction;

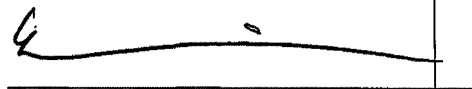
15 13. For attorney's fees as provided by statutory and common law;

16 14. For costs of suit incurred; and

17 15. For such other legal and equitable relief as the Court may deem just and proper.

18
19 Dated: April 11, 2019

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION

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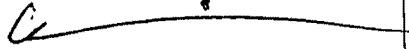
22 Brent A. Robinson
23 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the Class, hereby demands a jury on all causes of action and claims with respect to which **Plaintiff** and the Class have a right to a jury trial.

Dated: April 11, 2019

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Brent A. Robinson
Attorneys for Plaintiffs

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AIMAN-SMITH MARCY
PROFESSIONAL CORPORATION

FILED BY FAX
ALAMEDA COUNTY

April 15, 2019

CLERK OF
THE SUPERIOR COURT
By Milagros Cortez, Deputy

CASE NUMBER:
RG18922688

Randall B. Aiman-Smith #124599
Reed W.L. Marcy #191531
Hallie Von Rock #233152
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Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, individually and)
on behalf of all others similarly situated,)

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-)
10, inclusive,)

Defendants.

Case No. RG18922688

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

PROOF OF SERVICE

Complaint Filed: Sept. 28, 2018
Trial Date: Not Yet Set

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PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action, I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

**AMENDED SUMMONS
FIRST AMENDED CLASS ACTION COMPLAINT**

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Daniel M. Wall, Esq. Timothy L. O'Mara, Esq. Christopher B. Campbell, Esq. Latham & Watkins, LLP 505 Montgomery Street, Suite 2000 San Francisco, California 94111-6538 415/391-0600 415/395-8095 fax Dan.wall@lw.com Tim.o'mara@lw.com Christopher.compbell@lw.com	Attorneys for Defendant Ticketmaster LLC
--	---

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

[By Personal Service] I caused such envelope to be delivered by hand to the above address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 15, 2019


Norma Dale

EXHIBIT 2

Dkt. 1

Filed: September 28, 2018

Civil Cover Sheet



FOR COURT USE ONLY 21023595

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Carey A. James, Esq., SBN 269270
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1150
Oakland, California 94621
TELEPHONE NO.: 510/817-2711 FAX NO.: 510/562-6830
ATTORNEY FOR (Name): Plaintiff Mahmoud Ameri

FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By [Signature]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1225 Fallon Street
MAILING ADDRESS:
CITY AND ZIP CODE: Oakland, California 94612
BRANCH NAME: Unlimited Jurisdiction

CASE NAME:
AMERI v. TICKETMASTER LLC

CASE NUMBER:
RG18922688

CIVIL CASE COVER SHEET
[Checked] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [Checked] Business tort/unfair business practice (07), [] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

- 2. This case [Checked] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties d. [Checked] Large number of witnesses
b. [Checked] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. [Checked] Substantial amount of documentary evidence f. [Checked] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [Checked] monetary b. [Checked] nonmonetary; declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): Five (5)
5. This case [Checked] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 28, 2018
Carey A. James, Esq.

(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Dkt. 2

Filed: September 28, 2018

Complaint


ORIGINAL 21023596

1 **AIMAN-SMITH MARCY**
PROFESSIONAL CORPORATION

2 Randall B. Aiman-Smith #124599
3 Reed W.L. Marcy #191531
4 Hallie Von Rock #233152
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FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT
By 
Deputy

10 Attorneys for Plaintiff

11
12 IN THE SUPERIOR COURT OF CALIFORNIA
13 IN AND FOR THE COUNTY OF ALAMEDA

14 MAHMOUD AMERI, individually and)
15 on behalf of all others similarly situated,)

Case No.: **RG18922688**

16 Plaintiff,

COMPLAINT FOR:

17 v.

18 TICKETMASTER LLC, and DOES 1-)
19 10, inclusive,)

1. Per se Violation of the Cartwright Act (Business and Professions Code § 16720, et seq.)
2. Violation of the Cartwright Act Under the Rule of Reason (Business and Professions Code § 16720, et seq.)
3. Violation of California Penal Code § 496
4. Unfair Business Practices (Business and Professions Code § 17200, et seq.)
5. Injunction (Business and Professions Code § 17200, et seq.)

20 Defendants.
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CLASS ACTION

DEMAND FOR JURY TRIAL

1 Mahmoud Ameri (“Plaintiff”) is informed and believes and thereupon alleges the
2 following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC (“Ticketmaster” or “Defendant”). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster’s secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster’s
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California’s Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in his
22 capacity as class action representative on behalf of all similarly situated persons (the “Class”).

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster’s conduct as alleged

1 herein and seek damages, injunctive relief, penalties, interest, attorney's fees, and costs, all
2 under California law.

3 8. All violations of law described herein have been ongoing for at least four years,
4 are continuing at present, and will continue unless and until enjoined by this Court.

5 9. Ticketmaster knowingly and intentionally engaged in the conduct complained of
6 herein and acted as alleged herein in willful and knowing violation of the law.

7 **II. PARTIES**

8 10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in
9 Virginia with its headquarters and principal place of business in Beverly Hills, California.

10 11. Plaintiff Mahmoud Ameri is an individual and a resident of Alameda County,
11 California. On June 16, 2017, while physically located in Fremont, California, Plaintiff used
12 Ticketmaster's ticketing website to purchase Ticketmaster verified tickets to the International
13 Champions Cup soccer match between Real Madrid and Manchester United, to be held the
14 following month in Santa Clara. Plaintiff paid a total of \$292.75 for those tickets, inclusive of
15 fees and taxes.

16 12. Plaintiff is ignorant of the true names or capacities of defendants named herein as
17 Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names.
18 When the names and capacities of these defendants are ascertained, Plaintiff will amend this
19 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
20 or in some manner legally responsible for the events alleged herein.

21 **III. JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction of this action under California Code of
23 Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not
24 the United States District Court, has subject matter jurisdiction of this class action because
25 Ticketmaster's corporate headquarters are located in California, and Ticketmaster is therefore a
26 citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff's claims fall within 28
27 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-
28 thirds or more of the members of the Plaintiff Class are citizens of the State of California,

1 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
2 California, and no other class action in California asserting the same factual allegations has
3 been filed against Ticketmaster in the preceding three years.

4 14. This Court has specific and general personal jurisdiction over Ticketmaster
5 because Ticketmaster is a citizen of California, has significant contacts with California by
6 virtue of its extensive business operations in California, and has purposefully availed itself of
7 the privileges and immunities of conducting business in California; and because Ticketmaster's
8 affiliations with the State of California are sufficiently continuous and systematic to render
9 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
10 business in California.

11 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
12 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
13 to the liability alleged herein occurred in the County of Alameda.

14 **IV. GENERAL ALLEGATIONS**

15 16. Tickets to live events such as concerts and sporting activities are generally sold
16 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
17 secondary market, wherein tickets originally purchased in the primary market are resold,
18 usually for higher prices.

19 17. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
20 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
21 Persons who purchase tickets in the primary market and resell those tickets in the secondary
22 market have traditionally been called "scalpers." Historically, scalpers have frequently
23 operated by rather primitive means. An individual scalper might, for example, purchase a
24 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual
25 concert goers. In recent years, however, the scalping industry has become increasingly
26 sophisticated, with resellers, for example, using software applications called "bots" that
27 purchase tickets in bulk by automated means. These tickets are then resold on the internet.
28 This process drives up the price of tickets, making live events more expensive for consumers.

1 18. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
2 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
3 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
4 agreements and contracts with these resellers, provides computer programs and support for the
5 automated resale of tickets at inflated prices, and reaps tremendous profits from these
6 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
7 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
8 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
9 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
10 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
11 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
12 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
13 activity with large-scale, professional resellers.

14 19. By its seamless coordination with large resellers and its domination of the
15 primary ticket market, Ticketmaster suppresses and prevents competition from other
16 participants in the secondary ticket market, artificially manipulates supply and demand,
17 leverages its position in the primary market to extend itself into the secondary market, and
18 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
19 restrains trade in the market for tickets in California by artificially removing tickets from the
20 primary market for sale at higher prices on the secondary market, thus denying consumers
21 access to tickets in the primary market and requiring their purchase at inflated prices in the
22 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
23 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
24 revenue and its anticompetitive position by selectively enforcing its prohibition on automated
25 technologies and fake accounts against resellers who do not participate in its scheme and who
26 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
27 uses its monopoly power in the primary ticket market to improperly exclude competition in the
28 secondary market by contracts with ticket suppliers and venues that require purchasers in the

1 primary to use only Ticketmaster exchanges for resale.

2 20. Plaintiff has been injured in fact and has lost money and property as a result of
3 Ticketmaster's practices, and brings his claim for public injunctive relief to prevent further
4 harm to the public at large, which continues to face and suffer harm as a result of
5 Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent
6 injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future
7 deception of, and injury to, the public.

8 21. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster
9 was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

10 **V. CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated as
12 a class action pursuant to California Code of Civil Procedure § 382. The Class that the
13 Plaintiff seeks to represent is defined as follows: All persons with California addresses who,
14 during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that
15 were first offered by and/or through Ticketmaster.

16 23. The claims alleged herein may properly be maintained as a class action pursuant
17 to California Code of Civil Procedure § 382 because there is a well-defined community of
18 interest among ascertainable class members with regard to the claims asserted in this action.

19 24. The total number of members of the Class is believed to be in excess of 50,000
20 persons. Accordingly, joinder of all members of the Class would be impractical.

21 25. Questions of law and fact common to Plaintiff and the Class predominate over
22 questions of law and fact affecting only individual members of the Class. These common
23 questions of law and fact include, but are not limited to, the following:

- 24 (a) Whether Ticketmaster facilitates and participates in the automated
25 purchase and resale of tickets by resellers to increase the price of tickets;
- 26 (b) Whether Ticketmaster prevents competition in the secondary ticket market
27 by exploiting its monopoly position in the primary ticket market;
- 28 (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes

1 and enters into agreements to unite interests to affect the price of tickets
2 sold in the secondary market;

3 (d) Whether Ticketmaster's actions as described herein constitute receipt of
4 stolen property in violation of California Penal Code section 496;

5 (e) Whether Ticketmaster's actions as described herein constitute violations
6 of California Business and Professions Code § 17200, *et seq.*;

7 (f) The proper formula for calculating damages and restitution owed to
8 Plaintiffs;

9 (g) Whether Ticketmaster will, unless enjoined, continue the practices alleged
10 herein; and

11 (h) The terms and conditions of the injunction to be issued against
12 Ticketmaster.

13 26. The identities of the members of the Class are ascertainable from available
14 records maintained by Ticketmaster or by third parties.

15 27. Plaintiff's claims are typical of the claims of the Class because Plaintiff was
16 subjected to the unlawful practices alleged herein common to the Class. Ticketmaster's
17 common course of conduct has caused Plaintiff and the Class to sustain the same or
18 substantially similar injuries and damages caused by the same practices of Ross, and Plaintiff's
19 claims are therefore representative of the claims of Plaintiff Class.

20 28. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff
21 will vigorously prosecute this case on behalf of Class.

22 29. Counsel who represent Plaintiff are competent and experienced in litigating
23 complex actions. Plaintiff and his counsel will fairly and adequately represent and protect the
24 interests of the members of the Class.

25 **VI. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION**
27 **Per Se Violation of the Cartwright Act**
(California Business & Professions Code § 16720)

28 30. Plaintiff incorporates by reference all preceding paragraphs as though fully set

1 forth herein.

2 31. As alleged herein, Ticketmaster by and through its officers, directors, employees,
3 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
4 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
5 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
6 violation of the Cartwright Act, California Business and Professions Code § 16720.

7 32. Plaintiff and the members of the Class are proper entities to bring a case
8 concerning this conduct.

9 33. Ticketmaster's activities as alleged herein are per se violations of the Cartwright
10 Act, California Business and Professions Code § 16720.

11 34. Plaintiff and the Class have suffered antitrust injury and have been injured in
12 their business and property as a result of Ticketmaster's unlawful acts as herein alleged.

13 35. Plaintiff seeks damages according to proof, which damages shall be
14 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
15 § 16750(a).

16 36. Further, Plaintiff seeks an injunction against further wrongful acts of
17 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
18 16750(a).

19 37. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
20 Cartwright Act, California Business and Professions Code § 16750(a).

21 38. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
22 Act, California Business and Professions Code § 16750(a).

23 **SECOND CAUSE OF ACTION**
24 **Violation of the Cartwright Act Under the Rule of Reason**
25 **(California Business & Professions Code § 16720)**

26 39. Plaintiff incorporates by reference all preceding paragraphs as though fully set
27 forth herein.

28 40. As alleged herein, Ticketmaster by and through its officers, directors, employees,
agents, or representatives, entered into and engaged in an unlawful contract, combination, and

1 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
2 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
3 violation of the Cartwright Act, California Business and Professions Code § 16720.

4 41. Plaintiff and the members of the Class are proper entities to bring a case
5 concerning this conduct.

6 42. Ticketmaster's conduct as alleged herein unreasonably restrains trade and
7 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
8 California Business and Professions Code § 16720.

9 43. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster's
10 unlawful acts as herein alleged.

11 44. Plaintiff seeks damages according to proof, which damages shall be
12 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
13 § 16750(a).

14 45. Further, Plaintiff seeks an injunction against further wrongful acts of
15 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 46. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 47. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
20 Act, California Business and Professions Code § 16750(a).

21 **THIRD CAUSE OF ACTION**
22 **Violation of the California Penal Code § 496**

23 48. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 49. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
26 knowingly and designedly taking the money or property of another by false or fraudulent
27 representations or pretenses.

28 50. A violation of Penal Code § 484 is established by evidence that a person made a

1 false pretense or representation with the intent to defraud the owner of his property, and that
2 the owner was thus deprived of his property.

3 51. Penal Code § 496(a) prohibits the concealing and selling of property known to
4 have been obtained in any manner constituting theft.

5 52. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
6 from purchasing more than a limited number of tickets per event. This limit is known as the
7 "ticket limit."

8 53. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
9 submitting content or information that is fraudulent.

10 54. Scalpers use manual or automatic means to purchase first-hand tickets via
11 Ticketmaster in excess of the ticket limit, including by providing false information that
12 includes the purchaser's name, email address, contact information, IP address, and other
13 information.

14 55. By purchasing first-hand tickets in excess of the ticket limit and using falsified
15 information, scalpers knowingly and designedly take the property of the original ticket seller
16 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

17 56. Scalpers then sell those same tickets second-hand to consumers using
18 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
19 for the original ticket.

20 57. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
21 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
22 over the tickets while they remain offered for sale.

23 58. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
24 in excess of the ticket limit and by using falsified information.

25 59. Alternatively, Ticketmaster's principal business, or one of its principal
26 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
27 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
28 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),

1 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
2 listed for sale in its marketplace is stolen.

3 60. Ticketmaster fails to make a reasonable inquiry into whether property listed for
4 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
5 tickets sold by scalpers in its marketplace are stolen.

6 61. Regardless of how Ticketmaster's knowledge is established, by knowingly aiding
7 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
8 falsified information, Ticketmaster receives stolen property in violation of Penal Code
9 § 496(a).

10 62. Ticketmaster's violations of Penal Code § 496, as alleged above, are a substantial
11 factor in causing injury to Plaintiff and the other members of the Class.

12 63. As a result of Ticketmaster's violations of Penal Code § 496, Plaintiff and the
13 other members of the Class have suffered harm that includes but is not limited to the increased
14 price paid for event tickets, the loss of such additional amounts of money each would have
15 received had he or she not been the victim of those violations, and the lost use-value of the
16 money so deprived.

17 64. For those harms occurring within the Class Period, Plaintiff and the other
18 members of the Class seek compensatory damages at three times the amount of the actual
19 damages, prejudgment interest, reasonable attorneys' fees, and costs of suit, all pursuant to
20 Penal Code §496 (c), and in an amount according to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **RESTITUTION - UNFAIR BUSINESS PRACTICES**
(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)

23 65. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 66. Each violation of law by Ticketmaster as alleged herein constitutes a separate
26 and distinct unfair and unlawful practice in violation of California Business & Professions
27 Code § 17200, *et seq.*

28 67. As a direct and proximate result of Ticketmaster's conduct as alleged herein,

1 Plaintiff and the Class have been injured in fact and have lost money and property, and
2 Ticketmaster has been enriched by the retention of funds for reimbursement that are the
3 property of Plaintiff and the Class.

4 68. Plaintiff and the Class are entitled to restitution of all amounts which
5 Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster
6 unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can
7 be proved with common evidence.

8 69. Plaintiff is additionally entitled to recovery of interest, costs, and attorney's fees
9 as provided by California law.

10 **FIFTH CAUSE OF ACTION**
11 **Injunction**
(California Business & Professions Code § 17200, et seq.)

12 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
13 forth herein.

14 71. Each violation of California law by Ticketmaster as alleged herein constitutes a
15 separate and distinct unlawful and unfair practice in violation of California Business &
16 Professions Code § 17200, et seq.

17 72. Plaintiff has been harmed by Ticketmaster's unlawful and unfair practices as
18 alleged herein.

19 73. Ticketmaster continues to engage in the unlawful and unfair practices alleged
20 herein through the present day.

21 74. Unless enjoined by this Court, Ticketmaster will continue to engage in the
22 unlawful and unfair practices alleged herein.

23 75. Plaintiff is entitled to, and therefore requests, an injunction of this Court
24 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
25 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
26 to monitor Ticketmaster's compliance with said injunction.

27 76. Plaintiff is entitled to costs and attorney's fees for pursuing the injunction
28 requested herein.

1 **VII. PRAYER FOR RELIEF**

2 Wherefore, Plaintiff, on behalf himself and the Class, prays for relief as follows:

3 1. That the Court certify this action as a class action on behalf of the Class pursuant
4 to California Code of Civil Procedure § 382;

5 2. That the Court designate Plaintiff as representative of the Class;

6 3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

7 4. That the Court adjudge and decree that Ticketmaster's acts as herein alleged
8 violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;

9 5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of
10 the actions complained of herein, including penalties, interest, and costs;

11 6. That Ticketmaster, at its own expense, be ordered to provide full and adequate
12 notice as required in class actions to all members of the Class;

13 7. That this action and the Class be further designated, respectively, as a
14 representative action and a representative class under California Business & Professions Code
15 § 17200, *et seq.*;

16 8. That Ticketmaster be ordered to make full restitution of all amounts received
17 and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California
18 Business and Professions Code § 17200, *et seq.*;

19 9. That in addition to any constitutionally sufficient notice that is or might
20 otherwise be required in a class action under California law, that Ticketmaster be ordered to
21 pay for all necessary efforts to actually locate members of the representative class under
22 Business and Professions Code § 17200, *et seq.*;

23 10. That this Court determine, and provide its declaratory judgment, that the
24 practices complained of herein were done willfully, knowingly, and intentionally;

25 11. That this Court issue a temporary injunction, on terms the Court may deem
26 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
27 of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to
28 the Court or its appointed agent or expert regarding its compliance with said injunction, and

1 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;

2 12. That this Court issue a permanent injunction, on terms the Court may deem
3 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
4 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
5 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
6 pay all costs associated with monitoring said injunction;

7 13. For attorney's fees as provided by statutory and common law;

8 14. For costs of suit incurred; and

9 15. For such other legal and equitable relief as the Court may deem just and proper.

10
11 Dated: September 28, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION

12
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14 

15 Carey A. James
16 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury on all causes of action and claims with respect to which Plaintiff and the Class have a right to a jury trial.

Dated: September 28, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

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Dkt. 3

Filed: September 28, 2018

Summons



21023594

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TICKETMASTER LLC, and DOES 1-10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

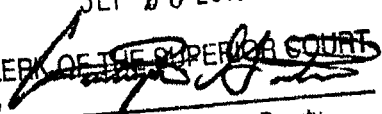
MAHMOUD AMERI, individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **ALAMEDA SUPERIOR COURT**
1225 Fallon Street
Oakland, California 94612

CASE NUMBER:
(Número del Caso): **UG18922688**

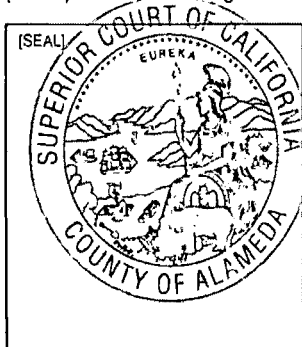
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Carey A. James, Esq., Aiman-Smith & Marcy, 7677 Oakport St., Ste. 1150, Oakland, CA 94621 510/817-2711

DATE:
(Fecha) **SEP 28 2018**

Chad Finke

Clerk, by , Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

Dkt. 4

Filed: October 26, 2018

**Proof of Service – Notice of
Hearing**

1 **AIMAN-SMITH MARCY**
PROFESSIONAL CORPORATION

FILED BY FAX
ALAMEDA COUNTY

October 26, 2018

CLERK OF
THE SUPERIOR COURT
By Shabra Iyamu, Deputy

CASE NUMBER:
RG18922688

2 Randall B. Aiman-Smith #124599
3 Reed W.L. Marcy #191531
Hallie Von Rock #233152
4 Carey A. James #269270
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10 Attorneys for Plaintiffs

11
12 IN THE SUPERIOR COURT OF CALIFORNIA

13 IN AND FOR THE COUNTY OF ALAMEDA

14
15 MAHMOUD AMERI, individually and)
16 on behalf of all others similarly situated,)

17 Plaintiff,

18 v.

19 TICKETMASTER LLC, and DOES 1-
20 10, inclusive,

21 Defendants.

Case No.: BC706281

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

PROOF OF SERVICE

22
23
24 Complaint Filed: Sept. 28, 2018
Trial Date: Not Yet Set

Aiman-Smith & Marcy Attn: Aiman-Smith, Randall B. 7677 Oakport Steet, Ste.1150 Oakland, CA 94621	Ticketmaster LLC RECEIVED OCT 09 2018
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**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

Ameri Plaintiff/Petitioner(s)	No. <u>RG18922688</u>
VS. Ticketmaster LLC Defendant/Respondent(s) (Abbreviated Title)	NOTICE OF HEARING

To each party or to the attorney(s) of record for each party herein:

Notice is hereby given that the above-entitled action has been set for:

Complex Determination Hearing
Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:

DATE: 11/20/2018 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Case Management Conference:

DATE: 12/18/2018 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb (www.alameda.courts.ca.gov/domainweb). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.

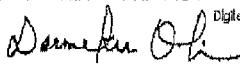
All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at Dept.23@alameda.courts.ca.gov or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 10/02/2018

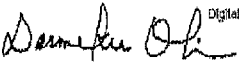
Chad Finke Executive Officer / Clerk of the Superior Court

By  Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 10/03/2018.

By  Deputy Clerk

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

NOTICE OF HEARING

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Ticket Master LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina Del Rey, CA 90292	<i>Agent for Defendant Ticketmaster LLC</i>
--	---

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.


[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

[By Personal Service] I caused such envelope to be delivered by hand to the above address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 25, 2018


Norma Dale

Dkt. 6

Filed: October 17, 2018

Proof of Service of Summons

<i>Attorney or Party without Attorney:</i> CAREY A. JAMES ESQ., Bar #269270 AIMAN-SMITH & MARCY 7677 OAKPORT STREET, SUITE 1020 OAKLAND, CA 94621 Telephone No: 510-562-6800 FAX No: 510-562-6830		<i>For Court Use Only</i> FILED BY FAX ALAMEDA COUNTY October 17, 2018 CLERK OF THE SUPERIOR COURT By Dajuana Turner, Deputy	
<i>Attorney for:</i> Plaintiffs		<i>Ref. No. or File No.:</i> TICKETMASTER	CASE NUMBER: RG18922688
<i>Insert name of Court, and Judicial District and Branch Court:</i> ALAMEDA COUNTY SUPERIOR COURT			
<i>Plaintiffs:</i> MAHMOUD AMERI, ET AL. <i>Defendant:</i> TICKETMASTER LLC, ET AL.			
PROOF OF SERVICE SUMMONS	<i>Hearing Date:</i>	<i>Time:</i>	<i>Dept/Div:</i>
			<i>Case Number:</i> RG18922688

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; DEMAND FOR JURY TRIAL; CIVIL CASE COVER SHEET; SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET
3.
 - a. Party served: TICKETMASTER LLC
 - b. Person served: AGENT FOR SERVICE, CORPORATE CREATIONS NETWORK INC., BY LEAVING WITH CHRISTIAN LARRANAGA, AUTHORIZED TO ACCEPT
4. Address where the party was served: AGENT: CORPORATE CREATIONS NETWORK INC.
4640 ADMIRALTY WAY
5TH FLOOR
MARINA DEL REY, CA 90292
5. I served the party:
 - a. by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Mon., Oct. 08, 2018 (2) at: 10:00AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
on behalf of: TICKETMASTER LLC
Under CCP 416.40 (association or partnership)
7. Person Who Served Papers:
 - a. BRIAN FECHER
 - b. **One Hour Delivery Service**
2920 Camino Diablo Ste. 100
WALNUT CREEK, CA 94597
 - c. 925-947-3470, FAX 925-947-3480
 - d. *The Fee for Service was:* Recoverable Cost Per CCP 1033.5(a)(4)(B) \$90.00
 - e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 6402
 - (iii) County: LOS ANGELES

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Tue, Oct. 09, 2018


(BRIAN FECHER)

Dkt. 7

Filed: October 26, 2018

**Proof of Service – Notice of
Related Case with
Exhibits A, B, and C**



Registered Agent • Director • Incorporation

Corporate Creations Network Inc.
 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

October 24, 2018

Ticketmaster L.L.C.
 Richard Patti Senior VP and Associate General Counsel
 Live Nation
 1100 Glendon Avenue, Suite 1080
 LOS ANGELES CA 90024

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Note: Any questions regarding the substance of the matter described below, including the status or to whom or where to respond, should be directed to the person set forth in line 12 below or to the court or government agency where the matter is being heard.

Item: 2018-715

1.	Client Entity: Ticketmaster L.L.C.	
2.	Title of Action: Mahmoud Ameri, Individually and on Behalf of all Others Similarly Situated vs. Ticketmaster LLC, and Does 1-10, Inclusive	
3.	Document(s) Served: Notice Of Related Case Exhibits A, B, C	
4.	Court/Agency: Alameda County Superior Court	
5.	State Served: California	
6.	Case Number: RG18922688	
7.	Case Type: Per Se Violation Of The Cartwright Act	
8.	Method of Service: UPS	
9.	Date Received: Tuesday 10/23/2018	
10.	Date to Client: Wednesday 10/24/2018	
11.	# Days When Answer Due: Not Applicable Answer Due Date: Not Applicable	CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of service in their records matches the Date Received.
12.	SOP Sender: Randall B. Aiman-Smith <small>(Name, Address and Phone Number)</small> Oakland, CA 510-817-2711	
13.	Shipped to Client By: Email Only with PDF Link	
14.	Tracking Number: Not Applicable	
15.	Handled By: 051	
16.	Notes: None	

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

AIMAN-SMITH MARCY
PROFESSIONAL CORPORATION

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Attorneys for Plaintiff Mahmoud Ameri

IN THE SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, individually and)
on behalf of all others similarly situated,)

Plaintiff,)

v.)

TICKETMASTER LLC, and DOES 1-)
10, inclusive,)

Defendants.)

Case No.: RG18922688

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

NOTICE OF RELATED CASE

Complaint Filed: Sept. 28, 2018
Trial Date: Not Yet Set

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Plaintiff Mahmoud Ameri ("Plaintiff") hereby submits this notice of a related case,
3 pursuant to California Rule of Court 3.300.

4 **1. Rule 3.300 Regarding Related Cases**

5 The parties have a duty to give notice of related cases, and both *Allen Lee v.*
6 *Ticketmaster LLC*, Northern District of California Case No. 3:18-cv-5987 ("*Lee*"), and *Austin*
7 *Dickey v. Ticketmaster, LLC et al.*, Central District of California Case No. 18-cv-9052
8 ("*Dickey*"), may be related to this case under California Rule of Court 3.300(b). A case is
9 related to another if both cases arise from "substantially identical transactions, incidents, or
10 events," which require resolution of "substantially identical questions of law or fact" or "[a]re
11 likely . . . to require substantial duplication of judicial resources if heard by different judges."
12 *Id.* at rule 3.300(a)(2), (4).)

13 **2. Lee and Dickey May Be Related to This Case Under Rule 3.300**

14 *Lee* was filed in the Northern District of California on the same day this action was
15 filed, or September 28, 2018. *See*, Cal. Rules of Court, rule 3.300(c)(1.) *Dickey* was filed in
16 the Central District of California on October 19, 2018. Plaintiff has attached a true and correct
17 copy of the complaint in *Lee* as **Exhibit A**, a true and correct copy of the complaint in *Dickey*
18 as **Exhibit B**, and as a courtesy has also attached a true and correct copy of the complaint in
19 this action as **Exhibit C**. This action, of course, is pending in the Superior Court for County of
20 Alameda, and was filed on September 28, 2018, the same date as *Lee*. *See*, Cal. Rules of Court,
21 rule 3.300(c)(2).

22 This action, *Dickey*, and *Lee* all arise from the same operative facts. Each case alleges
23 that Ticketmaster facilitated and encouraged scalpers who it knew had unlawfully
24 circumvented Ticketmaster's ticket-purchase restrictions in Ticketmaster's primary market to
25 purchase tickets *en masse* before consumers could buy them, and then sold those ill-gotten
26 tickets at a substantial markup on Ticketmaster's secondary market, to Ticketmaster's benefit
27 and to consumers' detriment. *See*, **Ex. A** (*Lee* Complaint) at pp. 1:7-2:9, 3:1-10:4; **Ex. B**
28 (*Dickey* Complaint) at pp. 1:26-11:4; **Ex. C** (*Ameri* Complaint) at pp. 1:4-2:6, 3:15-5:9.

1 Each action is a putative class actions and seeks similar forms of relief on behalf of their
2 respective classes. *See, Ex. A (Lee Complaint)* at pp. 10:6-12:3; *Ex. B (Dickey Complaint)* at
3 pp. 11:5-13:20; *Ex. C (Ameri Complaint)* at pp. 5:11-6:24, 12:2-13:9.

4 The cases differ in two significant aspects. First, while this action asserts its claims only
5 on behalf Ticketmaster's California customers, the *Lee* and *Dickey* each asserts claims on
6 behalf of all Ticketmaster customers in the United States. *Cf. Ex. A (Lee Complaint)* at p. 10:6-
7 11; *Ex. B (Dickey Complaint)* at p. 11:5-11; *Ex. C (Ameri Complaint)* at p. 5:11-15.

8 Second, the cases differ in the causes of action asserted:

- 9 • Each action asserts violations of California's Unfair Competition Law (Bus. & Profs.
10 Code § 17200 *et seq.*). *See, Ex. A (Lee Complaint)* at pp. 12:5-14:6; *Ex. B (Dickey*
11 *Complaint)* at pp. 13:21-16:2; *Ex. C (Ameri Complaint)* at pp. 10:21-11:9.
- 12 • This action and *Dickey* separately assert antitrust violations of California's Cartwright
13 Act (Bus. & Profs. Code § 16750 *et seq.*). *See, Ex. B (Dickey Complaint)* at pp. 23:18-
14 25:19; *Ex. C (Ameri Complaint)* at pp. 6:26-8:20;
- 15 • *Lee* and *Dickey* separately assert common-law unjust enrichment causes of action. *See,*
16 *Ex. A (Lee Complaint)* at pp. 14:7-15:15; *Ex. B (Dickey Complaint)* at pp. 27:15-28:21.
- 17 • *Dickey* separately asserts antitrust violations of under the Sherman Act (15 U.S.C. § 1 *et*
18 *seq.*) (*Ex. B (Dickey Complaint)* at pp. 18:9-23:17), violations of the California
19 Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*) (*id.* at pp. 25:21-27:14),
20 and violations of California's False Advertising Act (Cal. Bus. & Profs. Code § 17500
21 *et seq.*) (*id.* at pp. 16:4-18:7).
- 22 • This action separately asserts a private right of action under California's receiving
23 stolen property statute (Pen. Code § 496). *See, Ex. C (Ameri Complaint)* at pp. 6:26-
24 10:20.

25 To the extent that the two cases involve the same defendant, challenge the same
26 common policies and practices, assert a common cause of action, seek the same basic relief,
27 and involve common questions of law and fact, it may cause duplication of judicial resources
28 to have these two cases heard by different judges. *See, Cal. Rules of Court, rule 3.300(a)(4).*

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Respectfully submitted,

Dated: October 22, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Brent A. Robinson
Attorneys for Plaintiff
Mahmoud Ameri

EXHIBIT A

1 Steve W. Berman (*pro hac vice* pending)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1301 Second Ave, Suite 2000
4 Seattle, WA 98101
5 (206) 623-7292
6 *steve@hbsslaw.com*

7 Elaine T. Byszewski (SBN 222304)
8 HAGENS BERMAN SOBOL SHAPIRO LLP
9 301 N. Lake Avenue, Suite 920
10 Pasadena, CA 91101
11 (213) 330-7150
12 *elaine@hbsslaw.com*

13 *Attorneys for Plaintiff and the Proposed Class*

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 ALLEN LEE, on behalf of himself and all others
17 similarly situated,

18 Plaintiff,

19 v.

20 TICKETMASTER L.L.C., a Virginia corporation,
21 LIVE NATION ENTERTAINMENT, INC., a
22 Delaware corporation,

23 Defendants.

Case No. 3:18-cv-5987

CLASS ACTION

COMPLAINT

DEMAND FOR JURY TRIAL

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 FIRST CAUSE OF ACTION
 VIOLATION OF CAL. BUS. & PROF. CODE § 1720012

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 VIOLATION OF COMMON LAW OF UNJUST ENRICHMENT14

JURY TRIAL DEMAND.....16

1 Plaintiff Allen Lee brings this action on behalf of himself and all others similarly situated
2 against TICKETMASTER L.L.C. and LIVE NATION ENTERTAINMENT, INC. (collectively,
3 Ticketmaster or defendants). Plaintiff's allegations against defendants are based upon information
4 and belief and upon investigation of plaintiff's counsel, except for allegations specifically pertaining
5 to plaintiff, which are based upon his personal knowledge.

6 I. OVERVIEW

7 1. Companies should treat consumers fairly. But a company fails at this when it accepts
8 kickbacks for secretly facilitating a shortage of its product and then a sale by a third party at a higher
9 price. This isn't right. But Ticketmaster was just exposed for engaging in just such a scheme.

10 2. Have you ever wondered why Ticketmaster has been unable to rid itself of the
11 scalpers who purchase mass quantities of concert or sports tickets from its website and then resell
12 them for much more minutes later? A better question all along may have been why did Ticketmaster
13 not want to. The answer: Ticketmaster hasn't wanted to rid itself of scalpers because, as it turns out,
14 they have been working with them.

15 3. Ticketmaster has actually facilitated the sale of tickets to the secondary market by
16 secretly implementing a "Resale Partner Program" supported by TradeDesk, which Ticketmaster
17 acknowledges it "built expressly for professional resellers." And Ticketmaster does this in order to
18 receive a second cut on tickets—that is *even more than* the original cut Ticketmaster receives.

19 4. For example, "if Ticketmaster collects \$25.75 on a \$209.50 ticket on the initial sale,
20 when the owner posts it for resale for \$400 on the site, the company stands to collect an additional
21 \$76 on the same ticket."¹ No wonder it isn't content to just sell each ticket once. And all this despite
22 a code of conduct for resellers that specifically prohibits them "from purchasing tickets that exceed
23 the posted ticket limit for an event," and "prohibits the creation of fictitious user accounts for the
24 purpose of circumventing ticket limit detection in order to amass tickets intended for resale."²

25
26 ¹ <http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html>.

27 ² <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

1 IV. FACTUAL ALLEGATIONS

2 A. The Reselling of Tickets Is a \$5-Billion Industry in the United States.

3 13. "Ticketmaster is owned by the world's largest concert promoter, Live Nation—which
4 brought in \$10.3 billion in revenue last year—and sells tickets to concerts, pro sports games, theater
5 shows and other events."³

6 14. Meanwhile, the reselling of tickets has grown into a \$5-billion industry in the U.S.⁴

7 15. "Scalpers using bots to scoop up huge numbers of tickets to resell at much-inflated
8 prices have become a curse for the concert-going public. Shows can sell out in moments, with
9 thousands of tickets appearing on reseller websites minutes later. So what is Ticketmaster, the
10 largest player in the ticketing industry, doing about a problem afflicting its customers with added
11 costs and hassles? Cashing in—twice."⁵

12 B. Undercover Investigation Reveals Ticketmaster's Scheme to Cash in Twice by
13 Permitting, Facilitating, and Actively Encouraging Secondary Market Sales
by Scalpers Using its Online Resale Systems.

14 16. As first reported on September 19, 2018, in July 2018, Canada's national broadcaster
15 CBC and the Toronto Star newspaper sent undercover reporters to Ticket Summit, a ticketing and
16 live-entertainment convention at Caesars Palace in Las Vegas, where Ticketmaster reportedly held a
17 private event for scalpers, whom the company refers to as "resellers" and "brokers."⁶

18 17. "Posing as scalpers and equipped with hidden cameras, the journalists were pitched
19 on Ticketmaster's professional reseller program. Company representatives told them Ticketmaster's
20 resale division turns a blind eye to scalpers who use ticket-buying bots and fake identities to snatch
21 up tickets and then resell them on the site for inflated prices."⁷

22
23
24 ³ [http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-
story.html](http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html).

25 ⁴ *Id.*

26 ⁵ *Id.*

27 ⁶ *Id.*

28 ⁷ *Id.*

1 18. The reason for this is a simple one of greed: the “priced resale tickets include extra
2 fees for Ticketmaster.” For example, “if Ticketmaster collects \$25.75 on a \$209.50 ticket on the
3 initial sale, when the owner posts it for resale for \$400 on the site, the company stands to collect an
4 additional \$76 on the same ticket.”⁸

5 19. At the convention, Casey Klein, Ticketmaster Resale director, held a session that was
6 closed to the media entitled, “We appreciate your partnership: More brokers are listing with
7 Ticketmaster than ever before.”⁹ “The audience heard that Ticketmaster has developed a
8 professional reseller program and within the past year launched TradeDesk, a web-based inventory-
9 management system for scalpers. . . . TradeDesk allows scalpers to upload large quantities of tickets
10 purchased from Ticketmaster’s site and quickly list them again for resale. With the click of a button,
11 scalpers can hike or drop prices on reams of tickets on Ticketmaster’s site based on their assessment
12 of fan demand.”¹⁰

13 20. “The resale program and TradeDesk appear closely guarded by Ticketmaster. Neither
14 TradeDesk nor the professional reseller program are mentioned anywhere on Ticketmaster’s website
15 or in its corporate reports To access the company’s TradeDesk website, a person must first send
16 in a registration request.”¹¹

17 21. Predictably, “it seems as though the ticket-selling giant has been keeping the program
18 under wraps, given the public outrage the program would likely incite.”¹²

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23 ⁸ <http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.htm>;
<https://www.cbc.ca/news/business/ticketmaster-prices-scalpers-bruno-mars-1.4826914>.

24 ⁹ [https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)
25 [secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535).

26 ¹⁰ [http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-](http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html)
27 [story.html](http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html).

28 ¹¹ *Id.*

¹² <https://liveforlivemusic.com/news/ticketmaster-tradedesk-scalp/>.

1 22. According to Ticketmaster's 39-page "Professional Reseller Handbook," also
2 uncovered by CBC, TradeDesk is "Ticketmaster Resale's custom-designed and web-based, inventory
3 management, sales and full point-of-sale system built expressly for professional resellers."¹³

4 23. Tickets from the primary market can be uploaded to TradeDesk. And the "TradeDesk
5 Marketplace" provides a platform where professional resellers can also "view and purchase
6 inventory from fans"¹⁴—even though Ticketmaster secondary sites purport to be "Introducing Fan-
7 to-Fan Resale"¹⁵ and "Powering Official Fan-to-Fan Marketplaces."¹⁶

8 24. "Transfer" is a "TradeDesk feature that provides resellers the ability to easily move
9 any Ticketmaster Verified ticket from one account to another without the need for PDFs or
10 barcodes." And Ticketmaster profits from supporting and encouraging scalpers, because they pay a
11 "Seller Fee" to Ticketmaster that is a percentage of the ticket price.¹⁷

12 25. Ticketmaster's predecessor to TradeDesk was EventInventory; on its website it now
13 describes TradeDesk as "Ticketmaster Resale's newest broker tool," replacing EventInventory.¹⁸

14 26. Back on the trade show floor of the Las Vegas conference, Ticketmaster
15 representatives handed out cupcakes, and at cubicle workstations they provided online
16 demonstrations of TradeDesk. One of the presenters, unaware he was speaking to an undercover
17 reporter, said that Ticketmaster's resale division is not interested in whether clients use automated
18 software and fake identities to bypass the box office's ticket-buying limits. He commented: "If you
19 want to get a good show and the ticket limit is six or eight ... you're not going to make a living on six
20 or eight tickets."¹⁹

21
22 ¹³ <https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html> (Professional Reseller Handbook), at 8.

23 ¹⁴ *Id.*

24 ¹⁵ <https://www.ticketmaster.com/verified>.

25 ¹⁶ <https://www.ticketexchangebyticketmaster.com/>.

26 ¹⁷ Professional Reseller Handbook at 9.

27 ¹⁸ <https://www.eventinventory.com/>.

28 ¹⁹ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

1 27. Although the firm has a “buyer abuse” department that keeps an eye out for blatantly
2 suspicious online activity, the Ticketmaster representative said that its reselling department doesn’t
3 police users of TradeDesk. When asked whether Ticketmaster cares if scalpers use bots to buy their
4 tickets, he said: “We don’t share reports, we don’t share names, we don’t share account information
5 with the primary site. Period.”²⁰

6 28. During an online video conference demonstration of TradeDesk at an earlier stage of
7 the undercover investigation back in March 2018, another Ticketmaster employee was asked whether
8 the company would ban scalpers who violated the firm’s terms of service by getting around ticket-
9 buying limits. He responded: “We’ve spent millions of dollars on this tool. The last thing we’d want
10 to do is get brokers caught up to where they can’t sell inventory with us.”²¹

11 29. According to CBC, he also said that 100 scalpers in North America, including a
12 handful in Canada, are using TradeDesk to move between a few thousand and several million tickets
13 per year. “I think our biggest broker right now has probably grabbed around five million,” he said.²²

14 30. There are brokers with “literally a couple of hundred accounts” on TradeDesk, and
15 that it’s “not something that we look at or report.”²³

16 31. Indeed, Ticketmaster’s Professional Reseller Handbook reveals that the company runs
17 a reward program for scalpers who sell tickets on “Ticketmaster Resale consumer websites.”²⁴ In the
18 words of Ticketmaster, it “rewards professional reseller partners” for sales performance, unlocking
19 discounts on the seller fee percentage if, for example, their purchase order total reflects improvement
20 year-over-year—and Ticketmaster provides an example of a purchase order total exceeding \$5M—or

21
22 ²⁰ *Id.*

23 ²¹ *Id.*

24 ²² *Id.*

25 ²³ <https://www.rollingstone.com/music/music-news/ticketmaster-cheating-scalpers-726353/>.

26 ²⁴ Professional Reseller Handbook at 5, 9-12. These include sites such as
27 <https://www.ticketexchangebyticketmaster.com/>, which purports to be “Powering Official Fan-to-
28 Fan Marketplaces”; <https://www.ticketmaster.com/verified>, which purports to be “Introducing Fan-
to-Fan Resale” and “HAS MORE TICKETS IN STORE THAN EVER BEFORE”; and
<https://www.ticketsnow.com/>, another Ticketmaster company.

1 they achieve “a year-over-year increase in the number of tickets [] sold on Ticketmaster Resale
2 platforms.”²⁵ Thus, Ticketmaster is actively rewarding scalpers for selling on its secondary market.

3 **C. Ticketmaster’s Response to the Exposé Is to Investigate the Admittedly**
4 **“Inappropriate Activity.”**

5 32. “As the world’s leading ticketing platform, representing thousands of teams, artists
6 and venues, we believe it is our job to offer a marketplace that provides a safe and fair place for fans
7 to shop, buy and sell tickets in both the primary and secondary markets,” wrote Catherine Martin,
8 senior vice-president of communications, based in Los Angeles.

9 33. But at the same time Ticketmaster acknowledges that its code of conduct for sellers
10 “specifically prohibits resellers from purchasing tickets that exceed the posted ticket limit for an
11 event,” and the firm’s policy “prohibits the creation of fictitious user accounts for the purpose of
12 circumventing ticket limit detection in order to amass tickets intended for resale.”²⁶

13 34. So Ticketmaster said it was “categorically untrue that Ticketmaster has any program
14 in place to enable resellers to acquire large volumes of tickets at the expense of consumers.”²⁷

15 35. But “the CBC report made no claims about a system to acquire tickets, but rather
16 disclosed TradeDesk, an online tool that helps scalpers resell their inventory by instantly ‘synching’
17 their Ticketmaster.com accounts to upload already-purchased event seats onto resale websites—
18 including Ticketmaster.”²⁸

19 36. And Ticketmaster did not deny that its resale division is not policing activity that
20 would indicate violations on the primary site. Nor did it deny that the resale division is actively
21 encouraging those engaging in such violations to use TradeDesk to unload mass quantities of tickets
22 on the secondary market.

23
24 ²⁵ Professional Reseller Handbook at 9, 12.

25 ²⁶ <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

26 ²⁷ *Id.*

27 ²⁸ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

1 37. So now Ticketmaster has started an internal review of its professional resellers'
2 accounts and employee practices "to ensure that our policies are being upheld by all stakeholders."
3 And it said that: "Moving forward we will be putting additional measures in place to proactively
4 monitor for this type of inappropriate activity."²⁹

5 38. Richard Powers, associate professor at the University of Toronto's Rotman School of
6 Management, agrees that Ticketmaster's conduct has been inappropriate and unethical. With its near
7 monopoly on box-office tickets, Ticketmaster should not also be allowed to profit from the scalping
8 of those same tickets, he says. "Helping to create a secondary market where purchasers are duped
9 into paying higher prices and securing themselves a second commission should be illegal."³⁰

10 39. Reg Walker, a security consultant and expert on ticket scalping in the U.K., says that
11 Ticketmaster doesn't ask "the scalpers how or where they obtained the tickets as they already know
12 the answer. The lack of due diligence is appalling and demonstrates a singular contempt for genuine
13 music and sports fans who are unable to obtain tickets at face value due to industrial ticket harvesting
14 by scalpers."³¹

15 40. Indeed, on its own website, Ticketmaster refers to the activity of professional scalpers
16 as "unfair competition." But now it has been caught secretly permitting, facilitating, and actively
17 encouraging the sale of tickets by scalpers on the secondary market using its TradeDesk platform—
18 all for a second cut on those sales.³²

19
20
21 ²⁹ <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

22 ³⁰ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

23 ³¹ <https://www.thestar.com/news/investigations/2018/09/22/ticketmaster-facing-class-action-lawsuits-over-ticket-resales.html>.

24
25 ³² <https://www.ticketmaster.com/creditcardentry> ("Why is Credit Card Entry the only option for
26 some events, or some sections? When Credit Card Entry is the only option it's probably because the
27 tickets are in high demand, and the artist, team, or venue wants true fans like you to get the seats you
28 want at face value by eliminating unfair competition from professional scalpers. Without the ability
to resell tickets at steep prices, scalpers have no reason to snatch them up when they go on sale using
automated software, or 'bots.'").

1 **D. U.S. Senators Open an Inquiry Into Ticketmaster's Resale Program.**

2 41. On September 21, 2018, U.S. Senators Jerry Moran (R-Kan.) and Richard Blumenthal
3 (D-Conn.) sent a letter to Live Nation's CEO regarding the allegations that Ticketmaster "recruits
4 and employs professional ticket scalpers to circumvent the ticket purchasing limits on its own
5 primary ticket sales platform in an effort to expand its ticket resale division" and "utilizes a
6 professional reseller program called TradeDesk, which provides a web-based inventory for scalpers
7 to effectively purchase large quantities of tickets from Ticketmaster's primary ticket sales website
8 and resell these tickets for higher prices on its own resale platform." The letter referred to
9 allegations of "TradeDesk users moving up to several million tickets per year," such that the alleged
10 "harms to consumers made in this piece are serious and deserve immediate attention."³³

11 42. Given the Senators' "ongoing interest in protecting consumers from unfair and
12 deceptive practices" and concern that Ticketmaster may have violated the *Better Online Ticket Sales*
13 *(BOTS) Act of 2016*, they "seek clarification on the use of this program" and requested responses to
14 the following questions by October 5, 2018:

- 15
- 16 • Describe the event ticket purchasing limits that Ticketmaster currently employs for
17 sales on its primary ticket sales platform. Additionally, how does the company
18 identify computer programs used to circumvent these purchasing limits?
 - 19 • Do Ticketmaster's ticket purchasing limits and associated detection practices apply to
20 users of its online program, TradeDesk? If not, please explain.
 - 21 • What are the specific rules and processes of compliance for participating TradeDesk
22 users as it relates to ticket purchasing limits and other relevant consumer protection
23 priorities? Please share any documents and guidance materials that are provided to
24 TradeDesk users.
 - 25 • What role does Ticketmaster's Professional Reseller Handbook play in deterring its
26 resellers from engaging in illegal ticket purchasing activities?³⁴

27 43. Thus, Ticketmaster's scheme to partner up with scalpers in order to cash in twice on
28 ticket sales has even caught the attention of U.S. Senators, who are now requiring it to account.

26 ³³ <https://variety.com/2018/music/news/senators-question-ticketmaster-live-nation-on-alleged-scalper-collusion-1202956495/>.

27 ³⁴ *Id.*

1 44. Accordingly, and for all the reasons set forth herein, defendants have engaged in
2 unlawful and unfair business practices in violation of Cal. Bus. & Prof. Code § 17200 and have been
3 unjustly enriched in violation of the common law of unjust enrichment. So plaintiff, on behalf of
4 himself and a nationwide class, seeks restitution, attorneys' fees, and costs of suit.

5 **V. CLASS ACTION ALLEGATIONS**

6 45. Under Rule 23 of the Federal Rules of Civil Procedure, plaintiff seeks certification of
7 a class defined as follows:

8 All end-user purchasers in the United States who purchased a
9 secondary market Ticketmaster ticket from a professional reseller
10 participating in Ticketmaster's resale partner program and/or using
11 TradeDesk or a similar system operated by defendants, such as
12 EventInventory or eimarketplace.

13 46. Excluded from the class are defendants; the officers, directors or employees of
14 defendants; any entity in which any defendant has a controlling interest; and any affiliate, legal
15 representative, heir or assign of defendants. Also, excluded from the class are any federal, state or
16 local governmental entities, any judicial officer presiding over this action and the members of his/her
17 immediate family and judicial staff, and any juror assigned to this action.

18 47. Plaintiff does not know the exact number of class members at the present time.
19 However, due to the nature of the trade and commerce involved, there appear to be hundreds of
20 thousands if not millions of class members such that joinder of all class members is impracticable.

21 48. The class is defined by objective criteria, and notice can be provided through
22 techniques similar to those customarily used in other consumer fraud cases and complex class
23 actions, including use of defendants' records of sale by third parties using its TradeDesk platform.

24 49. There are questions of law and fact common to the class, including whether
25 defendants in fact permitted, facilitated, and/or actively encouraged sales on the secondary market by
26 scalpers in return for a second cut on ticket sales.

27 50. Plaintiff asserts claims that are typical of the class. Plaintiff and all class members
28 have been subjected to the same wrongful conduct because they all have purchased and paid more
for Ticketmaster tickets on the secondary market and/or paid a cut that went to Ticketmaster after it

1 secretly permitted, facilitated, and/or actively encouraged the sale of its tickets by scalpers on the
2 secondary market using its TradeDesk platform.

3 51. Plaintiff will fairly and adequately represent and protect the interests of the class.
4 Plaintiff is represented by counsel competent and experienced in both consumer protection and class
5 action litigation.

6 52. Class certification is appropriate because defendants have acted on grounds that apply
7 generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate
8 respecting the class as a whole.

9 53. Class certification is also appropriate because common questions of law and fact
10 substantially predominate over any questions that may affect only individual members of the class,
11 including, *inter alia*, the following:

- 12 a. whether defendants in fact permitted, facilitated, and/or
13 actively encouraged sales on the secondary market by scalpers
in return for a second cut on ticket sales;
- 14 b. whether such conduct violates the unlawful prong of section
15 17200;
- 16 c. whether such conduct violates the unfair prong of section
17 17200;
- 18 d. whether such conduct caused defendants' unjust enrichment at
19 class members' expense; and
- 20 e. whether restitution and/or injunctive relief should be provided
21 to class members as a result of defendants' wrongful conduct.

22 54. A class action is superior to other available methods for the fair and efficient
23 adjudication of this controversy, since joinder of all the individual class members is impracticable.
24 Furthermore, because the injury suffered by each individual class member may be relatively small,
25 the expense and burden of individual litigation would make it very difficult or impossible for
26 individual class members to redress the wrongs done to each of them individually and the burden
27 imposed on the judicial system would be enormous.

28 55. The prosecution of separate actions by the individual class members would create a
risk of inconsistent or varying adjudications, which would establish incompatible standards of

1 conduct for defendants. In contrast, the conduct of this action as a class action presents far fewer
2 management difficulties, conserves judicial resources and the parties' resources, and protects the
3 rights of each class member.

4 **VI. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

7 56. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

8 57. Plaintiff asserts this claim on behalf of the nationwide class. Application of
9 California law is appropriate given defendants' headquarters are in California and key decisions
10 regarding the TradeDesk platform and related business practices described herein were presumably
11 developed at their in-state headquarters, such that the unfair business practices described herein
12 emanated from California.

13 58. Cal. Bus. & Prof. Code § 17200 prohibits unlawful and unfair business acts and
14 practices. Defendants have engaged in unlawful and unfair business acts and practices in violation of
15 the UCL as a result of the wrongful conduct alleged herein.

16 59. Defendants have violated the unlawful prong of section 17200, because the acts and
17 practices set forth herein violate the *Better Online Ticket Sales (BOTS) Act of 2016*, 15 U.S.C.A. §
18 45c. The BOTS Act states in subsection (a) (1) that it shall be unlawful for any person:

19 (A) to circumvent a security measure, access control system, or
20 other technological control or measure on an Internet website or
21 online service that is used by the ticket issuer to enforce posted
22 event ticket purchasing limits or to maintain the integrity of posted
23 online ticket purchasing order rules; or

24 (B) to sell or offer to sell any event ticket in interstate commerce
25 obtained in violation of subparagraph (A) if the person selling or
26 offering to sell the ticket either--

1 (i) participated directly in or had the ability to control the
2 conduct in violation of subparagraph (A); or
3 (ii) knew or should have known that the event ticket was
4 acquired in violation of subparagraph (A).

5 Ticketmaster has violated these provisions by the conduct set forth herein.

6 60. The BOTS Act also states in subsection (b) that any “violation of subsection (a) shall
7 be treated as a violation of a rule defining an unfair or a deceptive act or practice under section
8 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).” For this reason,
9 Ticketmaster also violates the unfair prong of section 17200.

10 61. Defendants have also violated the unfair prong of section 17200, because the acts and
11 practices set forth herein offend established public policies supporting honesty and fair dealing in
12 consumer transactions, as well as the policy against the “circumvention of control measures used by
13 Internet ticket sellers to ensure equitable consumer access to tickets for any given event,” as set forth
14 in the BOTS Act. Defendants’ conduct as described herein is also unethical, oppressive,
15 unscrupulous and injurious to consumers. The harm that these acts and practices cause greatly
16 outweighs any benefits associated with them. And consumers could not have reasonably avoided the
17 harm because they did not know that Ticketmaster permitted, facilitated, and/or encouraged
18 professional resellers, or scalpers, to sell its tickets on Ticketmaster’s secondary market.

19 62. Plaintiff has suffered injury in fact, including loss of money, as a result of defendants’
20 unfair practices. Plaintiff and members of the class were directly and proximately injured by
21 defendants’ conduct and lost money as a result of defendants’ conduct, because they paid more for
22 Ticketmaster tickets on the secondary market and/or paid a cut that went to Ticketmaster after it
23 secretly permitted, facilitated, and/or actively encouraged the sale of its tickets by scalpers on the
24 secondary market using its TradeDesk platform.

25 63. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
26 conduct of defendants’ business. Defendants’ wrongful conduct is part of a general practice that is
27 still being perpetuated and repeated throughout the State of California and the nation.

28

- 1 C. Enjoin defendants from continuing their unlawful conduct;
- 2 D. Award plaintiff and the class restitution of all monies paid to defendants as a result of
- 3 their unlawful conduct;
- 4 E. Award plaintiff and the class reasonable attorneys' fees and costs; and
- 5 F. Award plaintiff and the class such other further and different relief as the nature of the
- 6 case may require or as may be determined to be just, equitable, and proper by this Court.

7 **JURY TRIAL DEMAND**

8 Plaintiff, by counsel, requests a trial by jury for all claims so triable.

9 DATED: September 28, 2018

HAGENS BERMAN SOBOL SHAPIRO LLP

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AVENUE

EXHIBIT B

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7 *Counsel for Plaintiff, Austin Dickey,*
8 *individually and on behalf of all others*
9 *similarly situated*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 AUSTIN DICKEY, individually and on
13 behalf of all others similarly situated,

14 Plaintiffs,

15 v.

16 TICKETMASTER, LLC, a Virginia
17 Corporation; LIVE NATION
18 ENTERTAINMENT, INC., a Delaware
19 Corporation,

20 Defendants.

Case No. 18-cv-9052

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

21 Plaintiff AUSTIN DICKEY brings this action on behalf of herself and
22 all others similarly situated against TICKETMASTER L.L.C. and LIVE
23 NATION ENTERTAINMENT, INC. (collectively, "Defendants"). Plaintiff's
24 general allegations against Defendants are based upon information and belief
25 and upon investigation by counsel for Plaintiff. Allegations specifically
26 pertaining to Plaintiff are based upon her personal knowledge.

27 **I. INTRODUCTION**

28 1. Defendant Live Nation Entertainment, Inc. ("Live Nation") is the
largest live entertainment company in the world, boasting revenue of \$10.4 billion

CLASS ACTION COMPLAINT

1 in 2017, \$1.8 billion in cash, and \$3.2 billion in total assets as of December 31,
2 2017.¹ The CEO of Live Nation, Michael Rapino (“Rapino”), made \$70.6 million
3 in compensation during 2017.² Defendant Ticketmaster, Inc. (“Ticketmaster”) is a
4 wholly owned subsidiary of Live Nation and claims to be the world’s largest ticket
5 marketplace with more than 500 million annual ticket sales.³

6 2. Ticketmaster’s business model is premised on the myriad fees charged
7 on each ticket sold, including: (1) a facility charge; (2) a convenience charge; (3)
8 an order processing fee; (4) a ticket printing fee; and (5) a faculty fee. In total, the
9 additional fees charged by Ticketmaster are typically \$17.30 on a \$30 ticket.⁴ This
10 amounts to a 57% increase on the price of every ticket, the overwhelming majority
11 of which goes directly to Ticketmaster and/or Live Nation.

12 3. The CEO of Live Nation, Rapino, described the fees Ticketmaster
13 charges on each ticket as “not defensible” in internal emails the company fought
14 in court to keep secret.⁵

15 4. Ticketmaster provides a platform to sell tickets to at face value, plus
16 its various fees and charges, to the public (“primary ticket marketplace”).
17 Ticketmaster also provides platforms for those tickets to be resold, with additional
18 fees and charges, in what Ticketmaster deceptively describes as fan-to-fan
19 transactions (“secondary ticket marketplace”).

20 5. In many instances Ticketmaster also takes a percentage of the original
21 face value price “for its services” from the artists. It is a phenomenally profitable
22 business because all these fees are lawfully charged to Ticketmaster’s customers.

23
24 ¹<https://www.billboard.com/articles/business/8221386/live-nation-104-billion-record-revenue-2017-q4-earnings-drop-report>

25 ²<https://newrepublic.com/article/148419/ticket-monopoly-worse-ever-thanks-obama>

26 ³<https://business.ticketmaster.com/our-story/>

27 ⁴http://latimesblogs.latimes.com/music_blog/2010/08/ticketmaster-a-new-era-of-transperancy-or-smoke-mirrors-.html

28 ⁵*Id.*

1 6. In addition to the exorbitant lawful fees Ticketmaster charges for each
2 ticket sold, Defendants have concocted an elaborate and unlawful scheme to
3 dramatically increase their profits at the direct financial and emotional expense of
4 their customers.

5 7. In September 2018, the Toronto Star published a scathing exposé
6 based on undercover investigations by its reporters which revealed that
7 Ticketmaster is intentionally undermining its own business purpose in order to reap
8 huge profits reselling the same tickets on its secondary ticket market.

9 8. First, Ticketmaster enables professional ticket re-sellers (“scalpers” or
10 “ticket resellers”) to purchase large quantities of face value tickets before
11 individual fans can access those tickets, using fictitious accounts and/or bypassing
12 Ticketmaster’s per-person ticket purchasing limits. Then, in order to facilitate the
13 re-selling of its tickets by scalpers on its secondary ticket marketplace,
14 Ticketmaster created a web-based inventory-management system so those scalpers
15 can upload large quantities of tickets purchased from Ticketmaster and
16 immediately list them again for resale on Ticketmaster’s secondary marketplace
17 where Ticketmaster often profits even more than it did on the original sale. Next,
18 Ticketmaster created a multi-tiered scalper rewards program with financial
19 incentives to reach \$500,000 or \$1 million in annual sales, bonuses for increasing
20 year-to-year sales, and other financial incentives to violate California law and
21 unjustly enrich Ticketmaster. Lastly, Ticketmaster has established one of the
22 largest secondary ticket marketplaces in order to reap huge profits when the
23 scalpers it supplies, encourages, and incentivizes sell real fans event tickets at
24 enormous increases over the face value ticket price, plus all of Ticketmaster’s fees
25 on both the original primary ticket market purchase as well as the fees
26 Ticketmaster charges on the secondary ticket marketplace sales.

27 **II. PARTIES**

28 8. Plaintiff Austin Dickey is a resident of San Diego, California. Plaintiff

1 purchased tickets, originally sold by Ticketmaster, on the secondary market,
2 specifically at www.ticketmaster.com/verified.

3 9. Ticketmaster L.L.C., is a Virginia corporation headquartered in
4 Beverly Hills, California. Ticketmaster is the live-event ticket sales and
5 distribution subsidiary of Live Nation Entertainment, Inc.

6 10. Live Nation Entertainment, Inc., is a Delaware corporation
7 headquartered in Beverly Hills, California.

8 **III. JURISDICTION AND VENUE**

9 11. This Court has diversity jurisdiction over this action pursuant to 28
10 U.S.C. § 1332(d), because the amount in controversy for the Class exceeds
11 \$5,000,000, and the Class includes members who are citizens of a different state
12 than defendant.

13 12. This Court has personal jurisdiction over Defendants because their
14 principal places of business are located in California.

15 13. Venue is proper in this Court under 28 U.S.C. § 1391(b), because
16 Defendants sell tickets throughout the State of California, including in this judicial
17 district.

18 **IV. FACTUAL ALLEGATIONS**

19 14. The reselling of tickets is a \$5 billion industry in the United States.

20 15. Ticketmaster, the world's largest primary market ticket seller, is also
21 one of the biggest players in the secondary ticket marketplace.

22 16. Ticketmaster operates at least three secondary ticket marketplace
23 platforms: (1) Ticketmaster.com/verified; (2) Ticketexchangebyticketmaster.com;
24 and (3) Ticketsnow.com.

25 17. Ticketmaster has every financial incentive to sell tickets to people
26 who will resell those tickets on Ticketmaster's secondary exchange, as opposed to
27 selling each ticket one time to a fan who intends to use that ticket to experience a
28 concert of other live event.

1 18. Ticketmaster more than doubles its profits if the same ticket can be
2 sold twice; once from Ticketmaster on its primary ticket marketplace, with an
3 estimated 57% markup in fees, and again from Ticketmaster on its secondary
4 marketplace, where the markup is often higher.

5 19. For many events sold through Ticketmaster, the terms of purchase
6 limit resale to Ticketmaster's own resale exchanges.

7 20. Ticketmaster's primary ticket marketplace explicitly represents to its
8 customers and the public that it: (1) "specifically prohibits re-sellers from
9 purchasing tickets that exceed the posted ticket limit for an event;" and (2)
10 "prohibits the creation of fictitious user accounts for the purpose of circumventing
11 ticket limit detection in order to amass tickets intended for resale."

12 21. However, according to a recent Toronto Star and Canadian
13 Broadcasting Corporation investigation, Ticketmaster specifically aided resellers
14 purchasing tickets in excess of the posted ticket limit and facilitated the use of
15 fictitious user accounts for the purpose of circumventing ticket limit detection in
16 order to amass tickets intended for resale.⁶

17 22. Ticketmaster also created TradeDesk, a custom-designed and web-
18 based inventory management, and point-of-sale system "built expressly for
19 professional resellers" which allows scalpers to 'sync' hundreds of
20 Ticketmaster.com accounts and instantly upload purchased event seats onto
21 secondary ticket marketplace websites, including giving preferential treatment o
22 professional resellers who sell tickets on Ticketmaster's secondary ticket
23 marketplace platforms.⁷

24 ⁶[https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html)
25 [ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html);
26 [https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)
[recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

27 ⁷[https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html)
28 [Handbook-1-1.html](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html) ("Professional Reseller Handbook"), at 8.

1 23. Ticketmaster also created “Transfer” which is a TradeDesk feature
2 that lets scalpers move any verified Ticketmaster ticket from one account to
3 another.⁸

4 24. Upon information and belief, Ticketmaster provided automated
5 programs to professional ticket resellers designed to help purchase tickets from
6 Ticketmaster and immediately post those tickets to Ticketmaster’s own secondary
7 exchange for resale, evidencing Ticketmaster’s use of its overwhelming primary
8 ticket exchange market power to control the secondary ticket market as well.

9 25. Ticketmaster anti-competitive practices leverage its primary ticket
10 exchange power to manipulate the secondary ticket exchange by expediting the
11 issuance of final tickets with bar codes when tickets purchased on Ticketmaster’s
12 primary exchange are offered for resale on Ticketmaster’s secondary exchange,
13 and offering a significantly slower process when tickets are offered for resale on
14 any other exchange.

15 26. Upon information and belief, Ticketmaster also punishes professional
16 resellers who do not resell Ticketmaster’s tickets on Ticketmaster’s secondary
17 exchange. Ticketmaster is believed to selectively assert legal and contractual rights
18 and claims against resellers who do not use Ticketmaster’s reselling platforms in
19 order to gain control of the secondary ticket market.

20 27. In other words, Ticketmaster makes it extremely easy and efficient
21 for professional resellers to integrate hundreds of Ticketmaster accounts for
22 purchase and resale – but only if those resales are on Ticketmaster’s secondary
23 exchange. If a professional reseller buying tickets from Ticketmaster sells those
24 tickets on a non-Ticketmaster secondary exchange that reseller, upon information
25 and belief, is far more likely to have the ticket limit rules enforced. Ticketmaster’s
26 overwhelmingly dominant market share of the primary ticket exchange means that
27 a sanction or banishment from Ticketmaster is disastrous for any professional

28 ⁸*Id.*, p. 9.

1 reseller and this forces the reseller's interests to be directly in line with
2 Ticketmaster's interests. This selective enforcement is a powerful market
3 manipulating tool powered by Ticketmaster's market power.

4 28. Ticketmaster also incentivizes scalpers to purchase tickets in bulk
5 through a series of rewards program with financial incentives, including a
6 reduction in resell fees for \$500,000 or \$1 million in annual sales. There are also
7 bonuses for increasing year-to-year sales and other financial incentives. The
8 explicit representation to the public that Ticketmaster "prohibits re-sellers from
9 purchasing tickets that exceed the posted ticket limit for an event" is contrary to the
10 facts.

11 29. According to the Toronto Star investigation, Ticketmaster
12 representatives, unaware they were speaking to undercover reporters, admitted to
13 knowing that scalpers have "literally a couple hundred accounts" in order to buy in
14 bulk from Ticketmaster and that Ticketmaster was not concerned if professional re-
15 sellers are using automated software and fake identities to circumvent ticket-buying
16 limits.⁹

17 30. Ticketmaster representatives also admitted that its secondary ticket
18 marketplace platforms do not monitor or police users of its TradeDesk platform for
19 conduct in violations of Ticketmaster policies.¹⁰ Ticketmaster representatives
20 further admitted that Ticketmaster's primary and secondary ticket marketplace
21 platforms do not communicate regarding abuses of Ticketmaster's primary ticket
22 market platform which directly benefit Ticketmaster's secondary ticket
23 marketplace platform: "We don't share reports, we don't share names, we don't
24 share account information with the primary site. Period."¹¹

25 31. In other words, Ticketmaster knows that scalpers with hundreds of

26 ⁹[https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-
27 recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

28 ¹⁰*Id.*

¹¹*Id.*

1 ticket buying accounts – for the sole purpose of violating its policies – are using
2 unlawful means to buy face value tickets from Ticketmaster and then using
3 Ticketmaster’s TradeDesk and Transfer tools to instantly re-sell those tickets on
4 Ticketmaster’s secondary ticket marketplace platforms at huge price increases to
5 fans who did not use unlawful means and, thus, could not gain access to
6 Ticketmaster’s original face value primary ticket market. Ticketmaster,
7 meanwhile, is unlawfully profiting from both the primary and secondary ticket
8 marketplace sales.

9 32. On September 21, 2018, U.S. Senators Jerry Moran (R-Kan.) and
10 Richard Blumenthal (D-Conn.) sent a letter to Live Nation’s CEO regarding
11 numerous allegations. Specifically, the Senators’ letter to Ticketmaster referenced
12 reports that Ticketmaster:

13 recruits and employs professional ticket scalpers to circumvent the
14 ticket purchasing limits on its own primary ticket sales platform
15 in an effort to expand its ticket resale division and utilizes a
16 professional reseller program called TradeDesk, which provides a
17 web-based inventory for scalpers to effectively purchase large
18 quantities of tickets from Ticketmaster’s primary ticket sales
19 website and resell these tickets for higher prices on its own resale
20 platform.

21 33. The Senators’ letter referred to allegations of “TradeDesk
22 users moving up to several million tickets per year,” such that the alleged
23 “harms to consumers made in this piece are serious and deserve immediate
24 attention.

25 34. Based on the Senators’ “ongoing interest in protecting
26 consumers from unfair and deceptive practices” and concern that
27 Ticketmaster may have violated the *Better Online Ticket Sales (BOTS) Act*
28 *of 2016*, they requested responses to the following questions:

- a. Describe the event ticket purchasing limits that Ticketmaster currently employs for sales on its primary ticket sales platform.

1 Additionally, how does the company identify computer
2 programs used to circumvent these purchasing limits?

3 b. Do Ticketmaster's ticket purchasing limits and associated
4 detection practices apply to users of its online program,
5 TradeDesk? If not, please explain.

6 c. What are the specific rules and processes of compliance for
7 participating TradeDesk users as it relates to ticket purchasing
8 limits and other relevant consumer protection priorities? Please
9 share any documents and guidance materials that are provided
10 to TradeDesk users.

11 d. What role does Ticketmaster's Professional Reseller Handbook
12 play in deterring its resellers from engaging in illegal ticket
13 purchasing activities?

14 35. By coordinating with professional reseller and leveraging its
15 domination of the Relevant Markets, Ticketmaster: (1) suppresses and prevents
16 competition from other participants in the secondary ticket marketplace; (2)
17 artificially manipulates supply and demand; (3) leverages its position in the
18 primary market to extend itself into the secondary ticket marketplace; and (4)
19 increases the prices of tickets for consumers on a massive scale.

20 36. This conduct unreasonably restrains trade in the market for tickets by
21 artificially removing tickets from the primary market for sale at higher prices on
22 the secondary market, thus denying consumers' access to tickets in the primary
23 market and requiring their purchase at inflated prices in the secondary market.

24 37. By engaging in this anticompetitive conduct, Ticketmaster has
25 generated billions of dollars of revenue for itself at the expense of consumers.
26 Ticketmaster protects this revenue and its anticompetitive position by selectively
27 enforcing its prohibition on automated technologies and fake accounts against
28 resellers who do not participate in its scheme and who sell tickets on secondary
 exchanges not controlled by Ticketmaster.

1 38. Ticketmaster also uses its monopoly power in the primary ticket
2 market to improperly exclude competition in the secondary market by entering
3 onto contracts with ticket suppliers and venues that require purchasers in the
4 primary market to use only Ticketmaster exchanges for resale.

5 39. Plaintiff has been injured and has lost money and property as a result
6 of Ticketmaster's practices, and brings his claim for public injunctive relief to
7 prevent further harm to the public at large, which continues suffer harm as a result
8 of Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and
9 permanent injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which
10 threaten future deception of, and injury to, the public.

11 40. To the extent that Ticketmaster asserts that any waiver of class action
12 claims and/or enforcement of arbitration clause(s) are applicable to the allegations
13 contained in this Complaint, Plaintiff will show that such provisions should not be
14 enforceable upon Plaintiff as a result of Ticketmaster's non-compliance with its
15 own Terms of Use and/or are void as against public policy as a result of
16 Ticketmaster's fraudulent and/or or deceptive business practices to the detriment of
17 consumers and the public.

18 41. Plaintiff's claims are timely and facts indicating that Ticketmaster
19 was engaging in the misconduct alleged herein were actively concealed by
20 Ticketmaster.

21 42. Plaintiff, on behalf of herself and a nationwide Class, seeks
22 restitution, attorneys' fees, and costs of suit.

23 **V. RELEVANT MARKETS**

24 43. The following markets are relevant to this case:

- 25 a. All tickets to concerts and other live events throughout the United
26 States;
- 27 b. The narrower market for the resale of those tickets throughout the
28 United States.

1
2 44. The markets for all tickets to concerts and other live events and the
3 narrower market of all resale tickets are collectively referred to as the “Relevant
4 Markets.”

5 **VI. CLASS ACTION ALLEGATIONS**

6 45. Under Rule 23 of the Federal Rules of Civil Procedure, plaintiff
7 seeks certification of a class (“Class”) defined as follows:

8 All end-user purchasers in the United States who purchased tickets
9 off a secondary ticket exchange wherein the tickets were first
10 offered on Ticketmaster.com within the past three years from
11 September 26, 2015 through September 26, 2018.

12 46. Excluded from the Class are Defendants; the officers, directors
13 or employees of Defendants; any entity in which any Defendant has a
14 controlling interest; and any affiliate, legal representative, heir or assign of
15 Defendants. Also, excluded from the Class are any federal, state or local
16 governmental entities, any judicial officer presiding over this action and the
17 members of his/her immediate family and judicial staff, and any juror
18 assigned to this action.

19 47. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so
20 numerous that joinder of all members is unfeasible and not practicable. The
21 exact number of Class members is not known to Plaintiff at the present
22 time. However, based on the nature of the trade and commerce involved,
23 there appear to be hundreds of thousands if not millions of Class members
24 such that joinder of all Class members is impracticable.

25 48. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are
26 questions of law and fact common to the Class, which predominate over any
27 questions affecting only individual Class members. These common
28 questions of law and fact include, without limitation:

- 1 a. Whether Defendants permitted, facilitated, incentivized
- 2 and/or encouraged the violations of its policies to increase
- 3 resales on its secondary exchange causing Plaintiff and the
- 4 class to pay artificially inflated prices;
- 5 b. Whether such conduct violates the unlawful prong of
- 6 section 17200;
- 7 c. Whether such conduct violates the unfair prong of section
- 8 17200;
- 9 d. Whether such conduct caused Defendants' unjust
- 10 enrichment Class members' expense; and
- 11 e. Whether restitution and/or injunctive relief should be
- 12 provided to Class members as a result of Defendants'
- 13 wrongful conduct.

14 49. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff asserts claims
15 that are typical of the Class. Plaintiff and all Class members have been
16 subjected to the same wrongful conduct because they all have purchased
17 and paid more for Ticketmaster tickets on the secondary market after
18 Ticketmaster secretly permitted, facilitated, and/or actively encouraged the
19 violation of its policies and the sale of its tickets by scalpers on the
20 secondary market using its TradeDesk platform.

21 50. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).
22 Plaintiff will fairly and adequately represent and protect the interests of the
23 Class. Plaintiff is represented by counsel competent and experienced in both
24 consumer protection and class action litigation.

25 51. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class
26 action is superior to other available methods for the fair and efficient
27 adjudication of this controversy since joinder of all the members of the
28 Class is impracticable. Furthermore, the adjudication of this controversy

1 through a class action will avoid the possibility of inconsistent and
2 potentially conflicting adjudication of the asserted claims. In contrast, the
3 conduct of this action as a class action presents far fewer management
4 difficulties, conserves judicial resources and the parties' resources, and
5 protects the rights of each Class member. Furthermore, because the injury
6 suffered by each individual Class member may be relatively small, the
7 expense and burden of individual litigation would make it very difficult or
8 impossible for individual Class members to redress the wrongs done to each
9 of them individually and the burden imposed on the judicial system would
10 be enormous. There will be no difficulty in the management of this action
11 as a class action.

12 52. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2).
13 Defendant's misrepresentations are uniform as to all members of the Class.
14 Defendant has acted or refused to act on grounds that apply generally to the
15 Class, so that final injunctive relief or declaratory relief is appropriate with
16 respect to the Class as a whole.

17 53. The Class is defined by objective criteria, and notice can be
18 provided through techniques similar to those customarily used in other
19 consumer fraud cases and complex class actions, including use of
20 Defendants' records of sale by third parties using its TradeDesk platform.

21 FIRST CAUSE OF ACTION

22 **Violation of Cal. Bus. & Prof. Code § 17200**

23 54. Plaintiff realleges and incorporates by reference all paragraphs
24 alleged herein.

25 55. Plaintiff asserts this claim individually and on behalf of the
26 nationwide Class.

27 56. Application of California law is appropriate given Defendants'
28 headquarters are in California and key decisions regarding the TradeDesk platform

1 and related business practices described herein were presumably developed at their
2 in-state headquarters, such that the unfair business practices described herein
3 emanated from California.

4 57. Cal. Bus. & Prof. Code § 17200 prohibits unlawful and unfair
5 business acts and practices. Defendants have engaged in unlawful and unfair
6 business acts and practices in violation of the UCL as a result of the wrongful
7 conduct alleged herein.

8 58. Defendants have violated the unlawful prong of section 17200,
9 because the acts and practices set forth herein violate the *Better Online Ticket Sales*
10 (*BOTS*) Act of 2016, 15 U.S.C.A. §45c. The BOTS Act states in subsection (a) (1)
11 that it shall be unlawful for any person:

12 (A) to circumvent a security measure, access control system, or
13 other technological control or measure on an Internet website or
14 online service that is used by the ticket issuer to enforce posted
15 event ticket purchasing limits or to maintain the integrity of
16 posted online ticket purchasing order rules; or

17 (B) to sell or offer to sell any event ticket in interstate commerce
18 obtained in violation of subparagraph (A) if the person selling or
19 offering to sell the ticket either--

20 (i) participated directly in or had the ability to control the
21 conduct in violation of subparagraph (A); or

22 (ii) knew or should have known that the event ticket was
23 acquired in violation of subparagraph (A).

24 59. The BOTS Act also states in subsection (b) that any “violation of
25 subsection (a) shall be treated as a violation of a rule defining an unfair or a
26 deceptive act or practice under section 18 (a)(1)(B) of the Federal Trade
27 Commission Act (15 U.S.C. 57a(a)(1)(B)).” For this reason, Defendants also
28 violate the unfair prong of section 17200.

1 60. Defendants have violated the unfair prong of section 17200, because
2 the acts and practices set forth herein offend established public policies supporting
3 honesty and fair dealing in consumer transactions, as well as the policy against the
4 “circumvention of control measures used by Internet ticket sellers to ensure
5 equitable consumer access to tickets for any given event,” as set forth in the BOTS
6 Act. Defendants’ conduct as described herein is also unethical, oppressive,
7 unscrupulous and injurious to consumers. The harm that these acts and practices
8 cause greatly outweighs any benefits associated with them. And consumers could
9 not have reasonably avoided the harm because they did not know that Ticketmaster
10 permitted, facilitated, and/or encouraged professional resellers, or scalpers, to
11 violate its policies and sell its tickets on Ticketmaster’s secondary market.

12 61. Plaintiff has suffered injury in fact, including loss of money, as a
13 result of Defendants’ unfair practices. Plaintiff and members of the Class were
14 directly and proximately injured by Defendants’ conduct and lost money as a result
15 of Defendants’ conduct, because they paid more for Ticketmaster tickets on the
16 secondary market and/or paid a cut that went to Ticketmaster after it secretly
17 permitted, facilitated, incentivized and/or actively encouraged the sale of its tickets
18 by professional resellers on the secondary market using its TradeDesk platform.

19 62. All of the wrongful conduct alleged herein occurred, and continues to
20 occur, in the conduct of Defendants’ business. Defendants’ wrongful conduct is
21 part of a general practice that is still being perpetuated and repeated throughout the
22 State of California and the nation.

23 63. Plaintiff requests that this Court enter such orders or judgments as
24 may be necessary to enjoin Defendants from continuing their unfair business
25 practices, to restore to Plaintiff and members of the Class the money that
26 Defendants acquired from them by this unfair competition, and to provide such
27 other relief as set forth below.

28 64. Plaintiff requests an award of attorneys’ fees under Cal. Civ. Proc.

1 Code § 1021.5 for the benefit conferred upon the general public by any injunctive
2 or other relief entered herein.

3 **SECOND CAUSE OF ACTION**

4 **Violation of the California False Advertising Act**
5 **Business & Professions Code Section 17500, *et seq.***

6 65. Plaintiff re-alleges and incorporates by reference all paragraphs
7 alleged herein.

8 66. Plaintiff asserts this claim on behalf of herself and the nationwide
9 Class.

10 67. Through its marketing and advertising campaign, Defendants offered
11 their services as both a primary ticket marketplace and secondary ticket
12 marketplace platform for concerts and other live events throughout the United
13 States, including California.

14 68. Defendants engaged in unfair, deceptive, untrue or misleading
15 advertising related to their services as a primary ticket marketplace and as a
16 secondary ticket marketplace platform.

17 69. Defendants disseminated or caused to be disseminated materially
18 untrue and misleading advertising and/or marketing statements with the intent to
19 either directly or indirectly induce members of the public, including Plaintiff and
20 Class members, to purchase tickets to concerts and other live events through
21 Ticketmaster's primary ticket marketplace and secondary ticket marketplace,
22 including, but not limited to, the facts that it specifically prohibits re-sellers from
23 purchasing tickets that exceed the posted ticket limit for an event and prohibits the
24 creation of fictitious user accounts for the purpose of circumventing ticket limit
25 detection in order to amass tickets intended for resale, when in fact Defendants
26 engage in affirmative conduct to allow, facilitate, and encourage scalpers to violate
27 these policies and prevent consumers from receiving the alleged benefits.

28 70. Defendants disseminated or caused to be disseminated advertising

1 and/or marketing which omitted material information at the time of sale, including,
2 but not limited to, the following:

- 3 a. Defendants allow, facilitate, and encourage scalpers to purchase
4 tickets that exceed the posted ticket limit for an event;
- 5 b. Defendants allow, facilitate, and encourage scalpers to create
6 fictitious user accounts for the purpose of circumventing ticket
7 limit detection in order to amass tickets intended for resale;
- 8 c. Defendants created the a custom-designed and web-based,
9 inventory management, sales and full point-of-sale system built
10 expressly for professional resellers which allows scalpers to 'sync'
11 hundreds of Ticketmaster.com accounts and instantly upload
12 purchased event seats onto secondary ticket marketplace websites,
13 including Ticketmaster's secondary ticket marketplace platforms;
- 14 d. Defendants created an online tool that lets scalpers move any
15 verified Ticketmaster ticket from one account to another in order to
16 facilitate, and encourage scalpers to create fictitious user accounts
17 for the purpose of circumventing ticket limit detection in order to
18 amass tickets intended for resale
- 19 e. Defendants incentivized scalpers to purchase tickets in bulk
20 through a series of rewards program with financial incentives;
- 21 f. Defendants selectively enforced its rules and policies in an effort to
22 control and manipulate the secondary ticket marketplace; and
- 23 g. Defendants profited from both the primary ticket market sales and
24 the secondary ticket marketplace Sales on its platforms.

25 71. The misrepresentations and concealed or undisclosed facts are
26 material. A reasonable person would have considered them to be important in
27 deciding whether to purchase tickets to concerts and other live events from
28 Defendants.

72. When Defendants disseminated the misleading statements and
material omissions described above, they knew, or by exercise of reasonable care

1 should have known, that their statements were untrue and misleading in violation
2 of the Fair Advertising Law, California Business & Professional Code Section
3 17500 *et seq.*

4 73. Plaintiff, on behalf of herself and all others similarly situated,
5 demands judgment against Defendants for restitution, disgorgement, injunctive
6 relief, relief, and all other relief afforded under Business & Professions Code
7 section 17500, plus interest, attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **Per Se Violation of Section 1 of the Sherman Act**

10 **15 U.S.C. § 1**

11 74. Plaintiff realleges and incorporates by reference all paragraphs alleged
12 herein.

13 75. As alleged herein, Ticketmaster by and through its officers, directors,
14 employees, or representatives, entered into and engaged in an unlawful contract,
15 combination, and conspiracy in restraint of trade and commerce and to affect the
16 price of articles in trade, and acted in a combination of capital, skills, and/or acts to
17 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

18 76. Plaintiff and the members of the Class are proper entities to bring a
19 case concerning this conduct.

20 77. Ticketmaster's conduct as alleged herein unreasonably restrains trade
21 and inflates prices in one or more of the relevant markets in violation of the
22 Sherman Act.

23 78. Defendants anticompetitive conduct includes, but is not limited to:
24 (1) using monopoly power in the primary ticket market to improperly exclude
25 competition in the secondary market by entering into contracts with ticket
26 suppliers and venues that require purchasers in the primary market to use only
27 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on
28 automated technologies and fictitious accounts against resellers who do not

1 participate in its scheme and who sell tickets on secondary exchanges not
2 controlled by Ticketmaster.

3 79. Plaintiff and the Class have suffered antitrust injury as a result of
4 Ticketmaster's unlawful acts as herein alleged..

5 80. Ticketmaster's activities as alleged herein are per se violations of the
6 Sherman Act.

7 81. Plaintiff seeks damages according to proof, which damages shall be
8 automatically trebled pursuant to the Sherman Act.

9 82. Plaintiff seeks an injunction against further wrongful acts of
10 Defendants pursuant to the Sherman Act.

11 83. Plaintiff is automatically entitled to reasonable attorney's fees
12 pursuant to the Sherman Act.

13 84. Plaintiff is automatically entitled to his costs of suit pursuant to the
14 Sherman Act.

15 **FOURTH CAUSE OF ACTION**

16 **Violation of Section 1 of the Sherman Act Under the Rule of Reason**

17 **15 U.S.C. § 1**

18 85. Plaintiff realleges and incorporates by reference all paragraphs alleged
19 herein.

20 86. As alleged herein, Ticketmaster by and through its officers, directors,
21 employees, or representatives, entered into and engaged in an unlawful contract,
22 combination, and conspiracy in restraint of trade and commerce and to affect the
23 price of articles in trade, and acted in a combination of capital, skills, and/or acts to
24 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

25 87. Plaintiff and the members of the Class are proper entities to bring a
26 case concerning this conduct.

27 88. Ticketmaster's conduct as alleged herein unreasonably restrains trade
28 and inflates prices in one or more of the relevant markets in violation of the

1 Sherman Act.

2 89. Defendants anticompetitive conduct includes, but is not limited to: (1)
3 using monopoly power in the primary ticket market to improperly exclude
4 competition in the secondary market by entering into contracts with ticket
5 suppliers and venues that require purchasers in the primary market to use only
6 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on
7 automated technologies and fake accounts against resellers who do not participate
8 in its scheme and who sell tickets on secondary exchanges not controlled by
9 Ticketmaster.

10 90. Plaintiff and the Class have suffered antitrust injury as a result of
11 Ticketmaster's unlawful acts as herein alleged.

12 91. Ticketmaster's activities as alleged herein are violations of the
13 Sherman Act, under the rule of reason.

14 92. Plaintiff seeks damages according to proof, which damages shall be
15 automatically trebled pursuant to the Sherman Act.

16 93. Plaintiff seeks an injunction against further wrongful acts of
17 Defendants pursuant to the Sherman Act.

18 94. Plaintiff is automatically entitled to reasonable attorney's fees
19 pursuant to the Sherman Act.

20 95. Plaintiff is automatically entitled to his costs of suit pursuant to the
21 Sherman Act.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of Section 2 of the Sherman Act: Unlawful Monopolization**

24 **15 U.S.C. § 2**

25 96. Plaintiff realleges and incorporates by reference all paragraphs alleged
26 herein.

27 97. Through the conduct described herein, Ticketmaster has willfully
28 acquired and maintained monopoly power in the Relevant Markets.

1 98. Defendants' conduct constitutes the intentional and unlawful
2 maintenance of monopoly power in each of the Relevant Markets, in violation of
3 Section 2 of the Sherman Act, 15 U.S.C. § 2.

4 99. For the purpose of maintaining its monopoly power, Defendants
5 committed numerous acts, including, but not limited to:

- 6
- 7 a. Using its monopoly power in the Relevant Markets to exclude
8 competition in the secondary market by entering onto contracts
9 with ticket suppliers and venues that require purchasers in the
10 primary market to use only Ticketmaster exchanges for resale; and
- 11 b. Selectively enforcing its prohibition on automated technologies
12 and fictitious accounts against resellers who do not participate in
13 its scheme and who sell tickets on secondary exchanges not
14 controlled by Ticketmaster.

15 100. Defendants have excluded competitors from the Relevant Markets and
16 have deprived consumers of the benefits of competition among suppliers of tickets
17 to concerts and other live events.

18 101. Defendants do not have a legitimate business purpose for any of its
19 anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light
20 of the obvious competitive circumstances and associated marketplace conduct
21 inconsistent with any such benefit.

22 102. Defendants' conduct does not result in any greater ability to reduce
23 costs to customers that could result in reduced prices, higher quality, or greater
24 availability to customers. Neither does Defendants' conduct reduce barriers to
25 other vendors' entry, or otherwise result in greater competition in the Relevant
26 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in
27 competition, and that benefit inures only to Defendants' advantage, not to that of
28 customers or competition on the merits.

1 103. Defendants' unlawful monopolization has injured competition in the
2 Relevant Markets, suppressed sales of its competitors.

3 104. Defendants' overall course of conduct has and will continue to, inter
4 alia, maintain supra-competitive prices to customers in the Relevant Markets.

5 **SIXTH CAUSE OF ACTION**

6 **Violation of Section 2 of the Sherman Act: Attempted Monopolization**

7 **16 U.S.C. § 2**

8 105. Plaintiff realleges and incorporates by reference all paragraphs alleged
9 herein.

10 106. Through the conduct described herein, Ticketmaster has willfully
11 attempted to acquire and maintain monopoly power in the Relevant Markets.

12 107. Defendants' conduct constitutes the intentional and unlawful attempt
13 to secured and maintain monopoly power in the Relevant Markets, in violation of
14 Section 2 of the Sherman Act, 15 U.S.C. § 2.

15 108. For the purpose of maintaining its monopoly power, Defendants
16 committed numerous acts, including, but not limited to:

- 17
- 18 a. Using its monopoly power in the primary ticket market to exclude
19 competition in the secondary market by entering onto contracts
20 with ticket suppliers and venues that require purchasers in the
21 primary market to use only Ticketmaster exchanges for resale; and
 - 22 b. Selectively enforcing its prohibition on automated technologies
23 and fictitious accounts against resellers who do not participate in
its scheme and who sell tickets on secondary exchanges not
controlled by Ticketmaster.

24 109. Defendants have attempted to exclude competitors from the Relevant
25 Markets and have tried to deprive consumers of the benefits of competition among
26 suppliers of tickets to concerts and other live events.

27 110. Defendants do not have a legitimate business purpose for any of its
28 anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light

1 of the obvious competitive circumstances and associated marketplace conduct
2 inconsistent with any such benefit.

3 111. Defendants' conduct does not result in any greater ability to reduce
4 costs to customers that could result in reduced prices, higher quality, or greater
5 availability to customers. Neither does Defendants' conduct reduce barriers to
6 other vendors' entry, or otherwise result in greater competition in the Relevant
7 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in
8 competition, and that benefit inures only to Defendants' advantage, not to that of
9 customers or competition on the merits.

10 112. Throughout the time Defendants engaged in this exclusionary
11 conduct, it had a dangerous probability of succeeding in gaining a monopoly in and
12 controlling each of the Relevant Markets and excluding its competitors.

13 113. Defendants' unlawful attempts to destroy competition in the Relevant
14 Markets, suppressed sales of its competitors.

15 114. Defendants' overall course of conduct has and will continue to, inter
16 alia, maintain supra-competitive prices to customers in each of the Relevant
17 Markets.

18 **SEVENTH CAUSE OF ACTION**

19 **Per Se Violation of the Cartwright Act**

20 **California Business & Professions Code § 16720**

21 115. Plaintiff realleges and incorporates by reference all paragraphs alleged
22 herein.

23 116. As alleged herein, Ticketmaster by and through its officers, directors,
24 employees, agents, or representatives, entered into and engaged in an unlawful
25 contract, combination, and conspiracy in restraint of trade and commerce and to
26 affect the price of articles in trade, and acted in a combination of capital, skills,
27 and/ or acts to increase the price of merchandise, in violation of the Cartwright
28 Act, California Business and Professions Code § 16720.

1 117. Plaintiff and the members of the Class are proper entities to bring a
2 case concerning this conduct.

3 118. Ticketmaster's activities as alleged herein are per se violations of the
4 Cartwright Act, California Business and Professions Code § 16720.

5 119. Plaintiff and the Class have suffered antitrust injury and have been
6 injured in their business and property as a result of Ticketmaster's unlawful acts as
7 herein alleged.

8 120. Plaintiff seeks damages according to proof, which damages shall be
9 automatically trebled pursuant to the Cartwright Act, California Business and
10 Professions Code § 16750(a).

11 121. Plaintiff seeks an injunction against further wrongful acts of
12 Ticketmaster pursuant to the Cartwright Act, California Business and Professions
13 Code § 16750(a).

14 122. Plaintiff is automatically entitled to reasonable attorney's fees
15 pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 123. Plaintiff is automatically entitled to his costs of suit pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 **EIGHTH CAUSE OF ACTION**

20 **Violation of the Cartwright Act Under the Rule of Reason**

21 **California Business & Professions Code § 16720**

22 124. Plaintiff realleges and incorporates by reference all paragraphs alleged
23 herein.

24 125. As alleged herein, Ticketmaster by and through its officers, directors,
25 employees, agents, or representatives, entered into and engaged in an unlawful
26 contract, combination, and conspiracy in restraint of trade and commerce and to
27 affect the price of articles in trade, and acted in a combination of capital, skills,
28 and/or acts to increase the price of merchandise, in violation of the Cartwright Act,

1 California Business and Professions Code § 16720.

2 126. Plaintiff and the members of the Class are proper entities to bring a
3 case concerning this conduct.

4 127. Ticketmaster's conduct as alleged herein unreasonably restrains trade
5 and inflates prices in one or more of the relevant markets in violation of the
6 Cartwright Act, California Business and Professions Code § 16720.

7 128. Plaintiff and the Class have suffered antitrust injury as a result of
8 Ticketmaster's unlawful acts as herein alleged.

9 129. Plaintiff seeks damages according to proof, which damages shall be
10 automatically trebled pursuant to the Cartwright Act, California Business and
11 Professions Code § 16750(a).

12 130. Plaintiff seeks an injunction against further wrongful acts of
13 Ticketmaster pursuant to the Cartwright Act, California Business and Professions
14 Code § 16750(a).

15 131. Plaintiff is automatically entitled to reasonable attorney's fees
16 pursuant to the Cartwright Act, California Business and Professions Code §
17 16750(a).

18 132. Plaintiff is automatically entitled to his costs of suit pursuant to the
19 Cartwright Act, California Business and Professions Code § 16750(a).

20 **NINTH CAUSE OF ACTION**

21 **Violation of the California Consumer Legal Remedies Act**

22 **California Civil Code Section 1750, *et seq.***

23 133. Plaintiff alleges and incorporates by reference all paragraphs alleged
24 herein.

25 134. Plaintiff brings this cause of action on behalf of herself and on behalf
26 of the Class members.

27 135. Plaintiff has standing to pursue this claim because she suffered injury
28 in fact and lost money as a result of Defendants' actions. Specifically, Plaintiff

1 paid for live events ticket(s) for her own personal use. In doing so, she believed
2 and relied upon the statements made by Defendants, including statements that
3 Defendants specifically prohibits re-sellers from purchasing tickets that exceed the
4 posted ticket limit for an event and prohibits the creation of fictitious user accounts
5 for the purpose of circumventing ticket limit detection in order to amass tickets
6 intended for resale.

7 136. The California Consumer Legal Remedies Act ("CLRA") has
8 adopted a comprehensive statutory scheme prohibiting various deceptive practices
9 in connection with the conduct of a business providing goods, property, or services
10 to consumers primarily for personal, family, or household purposes.

11 137. Defendants engaged in unfair methods of competition and unfair or
12 deceptive acts or practices in a transaction with Plaintiff that resulted in the sale of
13 tickets to Plaintiff and Plaintiff was harmed by Defendants' conduct.

14 138. The transaction, policies, acts and practices engaged in by Defendants
15 and alleged herein were intended to and did result in the sale of tickets to Plaintiff
16 and Class members and violated the CLRA.

17 139. Defendants engaged in deceptive practices, in violation of CLRA,
18 that were designed to induce Plaintiff and Class members to purchase the tickets to
19 concerts and other live events.

20 140. Defendants' unfair or deceptive acts or practices occurred repeatedly
21 in Defendants' trade or business.

22 141. In engaging in the foregoing unfair or deceptive conduct, Defendant
23 misrepresented, concealed or failed to disclose to Plaintiff and Class members
24 material facts about the tickets purchased that a reasonable person would have
25 considered important in deciding whether to purchase or pay less for the tickets.

26 142. Plaintiff and class members suffered injury in fact and/or actual
27 damages as a direct result of Defendants' misleading marketing campaign and/or
28 concealment of material facts in violation of the CLRA.

1 143. To this day, Defendants continue to violate the CLRA by making
2 misrepresentations and concealing material facts relating to the tickets and both the
3 primary ticket exchange and secondary ticket exchange.

4 144. As a result of the foregoing, Plaintiff and class members have had
5 their legal rights infringed upon and have suffered irreparable harm, entitling them
6 to injunctive relief.

7 145. Plaintiff seeks injunctive relief only for this violation of the CLRA,
8 but reserves its right to amend this complaint to include allegations for the recovery
9 of damages under the CLRA.

10 146. Plaintiff has made a demand in satisfaction of California Civil Code
11 Section 1750, *et seq.* and may amend this Complaint to assert claims under the
12 CLRA once the required notice period has elapsed.

13 147. In compliance with Cal. Civ. Code 1782(d), Plaintiff has executed the
14 affidavit of venue attached hereto and filed concurrently herewith.

15 **TENTH CAUSE OF ACTION**

16 **Violation of Common Law of Unjust Enrichment**

17 148. Plaintiff realleges and incorporates by reference all paragraphs
18 alleged herein.

19 149. Plaintiff asserts this claim on behalf of herself and the nationwide
20 Class.

21 150. Application of California law is appropriate given Defendants'
22 headquarters are in California and key decisions regarding the TradeDesk platform
23 and related business practices described herein were presumably developed at their
24 in-state headquarters, such that the wrongful conduct described herein emanated
25 from California.

26 151. As alleged herein, fewer tickets are available on the primary ticket
27 market because of Defendants' conduct, including, but not limited to: (1) allowing
28 scalpers to purchase tickets in bulk and/or in violation of Ticketmaster policies

1 from Ticketmaster's primary market; (2) facilitating the scalpers' schemes by
2 creating systems like TradeDesk and Event Inventory; and (3) encouraging scalpers
3 to do so with professional resale rewards programs.

4 152. Tickets are typically sold on the secondary market at a significant
5 price increase over the price on the primary ticket market. Consumers purchasing
6 on the secondary ticket marketplace pay the face value of the ticket, plus all
7 Ticketmaster's original fees, plus the professional resellers profit margin, plus all
8 the additional fees charged by Defendants on Ticketmaster's secondary ticket
9 marketplace.

10 153. Defendants have benefitted and been enriched by their wrongful
11 conduct. To the detriment of plaintiff and Class members, Defendants have and
12 continue to be unjustly enriched as a result of the wrongful conduct alleged herein.
13 Between the parties, it would be unjust for Defendants to retain the benefits
14 attained by its wrongful actions.

15 154. Defendants have generated substantial revenue from the inequitable
16 conduct described herein. Defendants have knowledge and appreciation of this
17 benefit, which was conferred upon it by and at the expense of Plaintiff and the
18 other Class members. Defendants have voluntarily accepted and retained this
19 benefit.

20 155. Defendants should return to Plaintiff and Class members these ill-
21 gotten gains resulting from their wrongful conduct alleged herein.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, plaintiff, individually and on behalf of all others similarly
25 situated, respectfully requests that this Court enter a judgment against defendant
26 and in favor of plaintiff and Class members, and grant the following relief:

27
28 a. Determine that this action may be maintained as a class action with

CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself) DEFENDANTS (Check box if you are representing yourself)
AUSTIN DICKEY, individually and on behalf of all others similarly situated
TICKETMASTER, LLC, a Virginia Corporation; LIVE NATION ENTERTAINMENT, INC., a Delaware Corporation
(b) County of Residence of First Listed Plaintiff San Diego, CA County of Residence of First Listed Defendant Los Angeles, CA
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
1. U.S. Government Plaintiff 3. Federal Question (U.S. Government Not a Party)
2. U.S. Government Defendant 4. Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in this State Incorporated and Principal Place of Business in Another State Foreign Nation

IV. ORIGIN (Place an X in one box only.)
1. Original Proceeding 2. Removed from State Court 3. Remanded from Appellate Court 4. Reinstated or Reopened 5. Transferred from Another District (Specify) 6. Multidistrict Litigation - Transfer 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: [X] Yes [] No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: [X] Yes [] No MONEY DEMANDED IN COMPLAINT: \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. § 1332(d)(2)(A) - Nationwide class action for violations of Cal. Bus. & Prof. Code §§ 17200 et seq. and common law of unjust enrichment.

VII. NATURE OF SUIT (Place an X in one box only).

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY CONL, IMMIGRATION, PRISONER/PETITIONS, PROPERTY RIGHTS. Includes sub-sections like TORTS, PERSONAL INJURY, CIVIL RIGHTS, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS.

CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
<input type="checkbox"/> Riverside or San Bernardino		Eastern	

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants? Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.) Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	A Orange County	B Riverside or San Bernardino County	C Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
---	---

QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CACD: Western Division
--	---

QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Alex R. Straus DATE: 10/19/2018

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

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7 *Attorneys for Plaintiff Austin Dickey*
 8 *and the Putative Class*

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 AUSTIN DICKEY, on behalf of herself and
 13 all others similarly situated,

Case No. 18-cv-9052

14 **Plaintiff,**

CLASS ACTION

15 vs.

**AFFIDAVIT OF ALEX R. STRAUS
 PURSUANT TO CAL. CIV. CODE §
 1780(d)**

16 TICKETMASTER, LLC, a Virginia
 17 Corporation;

18 LIVE NATION ENTERTAINMENT, INC.,
 19 a Delaware Corporation,

20 **Defendant.**


 ALERY

EXHIBIT C

COPY

AIMAN-SMITH MARCY
PROFESSIONAL CORPORATION

ENDORSED
FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By GURTIYAH GANTER
Deputy

Randall B. Aiman-Smith #124599
Reed W.L. Marcy #191531
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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-
10, inclusive,

Defendants.

Case No.: **RG18922688**

COMPLAINT FOR:

1. **Per se Violation of the Cartwright Act (Business and Professions Code § 16720, et seq.)**
2. **Violation of the Cartwright Act Under the Rule of Reason (Business and Professions Code § 16720, et seq.)**
3. **Violation of California Penal Code § 496**
4. **Unfair Business Practices (Business and Professions Code § 17200, et seq.)**
5. **Injunction (Business and Professions Code § 17200, et seq.)**

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Mahmoud Ameri ("Plaintiff") is informed and believes and thereupon alleges the
2 following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC ("Ticketmaster" or "Defendant"). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster's secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster's
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California's Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in his
22 capacity as class action representative on behalf of all similarly situated persons (the "Class").

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster's conduct as alleged

1 herein and seek damages, injunctive relief, penalties, interest, attorney's fees, and costs, all
2 under California law.

3 8. All violations of law described herein have been ongoing for at least four years,
4 are continuing at present, and will continue unless and until enjoined by this Court.

5 9. Ticketmaster knowingly and intentionally engaged in the conduct complained of
6 herein and acted as alleged herein in willful and knowing violation of the law.

7 **II. PARTIES**

8 10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in
9 Virginia with its headquarters and principal place of business in Beverly Hills, California.

10 11. Plaintiff Mahmoud Ameri is an individual and a resident of Alameda County,
11 California. On June 16, 2017, while physically located in Fremont, California, Plaintiff used
12 Ticketmaster's ticketing website to purchase Ticketmaster verified tickets to the International
13 Champions Cup soccer match between Real Madrid and Manchester United, to be held the
14 following month in Santa Clara. Plaintiff paid a total of \$292.75 for those tickets, inclusive of
15 fees and taxes.

16 12. Plaintiff is ignorant of the true names or capacities of defendants named herein as
17 Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names.
18 When the names and capacities of these defendants are ascertained, Plaintiff will amend this
19 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
20 or in some manner legally responsible for the events alleged herein.

21 **III. JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction of this action under California Code of
23 Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not
24 the United States District Court, has subject matter jurisdiction of this class action because
25 Ticketmaster's corporate headquarters are located in California, and Ticketmaster is therefore a
26 citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff's claims fall within 28
27 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-
28 thirds or more of the members of the Plaintiff Class are citizens of the State of California,

1 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
2 California, and no other class action in California asserting the same factual allegations has
3 been filed against Ticketmaster in the preceding three years.

4 14. This Court has specific and general personal jurisdiction over Ticketmaster
5 because Ticketmaster is a citizen of California, has significant contacts with California by
6 virtue of its extensive business operations in California, and has purposefully availed itself of
7 the privileges and immunities of conducting business in California; and because Ticketmaster's
8 affiliations with the State of California are sufficiently continuous and systematic to render
9 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
10 business in California.

11 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
12 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
13 to the liability alleged herein occurred in the County of Alameda.

14 IV. GENERAL ALLEGATIONS

15 16. Tickets to live events such as concerts and sporting activities are generally sold
16 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
17 secondary market, wherein tickets originally purchased in the primary market are resold,
18 usually for higher prices.

19 17. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
20 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
21 Persons who purchase tickets in the primary market and resell those tickets in the secondary
22 market have traditionally been called "scalpers." Historically, scalpers have frequently
23 operated by rather primitive means. An individual scalper might, for example, purchase a
24 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual
25 concert goers. In recent years, however, the scalping industry has become increasingly
26 sophisticated, with resellers, for example, using software applications called "bots" that
27 purchase tickets in bulk by automated means. These tickets are then resold on the internet.

28 This process drives up the price of tickets, making live events more expensive for consumers.

1 18. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
2 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
3 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
4 agreements and contracts with these resellers, provides computer programs and support for the
5 automated resale of tickets at inflated prices, and reaps tremendous profits from these
6 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
7 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
8 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
9 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
10 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
11 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
12 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
13 activity with large-scale, professional resellers.

14 19. By its seamless coordination with large resellers and its domination of the
15 primary ticket market, Ticketmaster suppresses and prevents competition from other
16 participants in the secondary ticket market, artificially manipulates supply and demand,
17 leverages its position in the primary market to extend itself into the secondary market, and
18 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
19 restrains trade in the market for tickets in California by artificially removing tickets from the
20 primary market for sale at higher prices on the secondary market, thus denying consumers
21 access to tickets in the primary market and requiring their purchase at inflated prices in the
22 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
23 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
24 revenue and its anticompetitive position by selectively enforcing its prohibition on automated
25 technologies and fake accounts against resellers who do not participate in its scheme and who
26 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
27 uses its monopoly power in the primary ticket market to improperly exclude competition in the
28 secondary market by contracts with ticket suppliers and venues that require purchasers in the

1 primary to use only Ticketmaster exchanges for resale.

2 20. Plaintiff has been injured in fact and has lost money and property as a result of
3 Ticketmaster's practices, and brings his claim for public injunctive relief to prevent further
4 harm to the public at large, which continues to face and suffer harm as a result of
5 Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent
6 injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future
7 deception of, and injury to, the public.

8 21. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster
9 was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

10 **V. CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated as
12 a class action pursuant to California Code of Civil Procedure § 382. The Class that the
13 Plaintiff seeks to represent is defined as follows: All persons with California addresses who,
14 during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that
15 were first offered by and/or through Ticketmaster.

16 23. The claims alleged herein may properly be maintained as a class action pursuant
17 to California Code of Civil Procedure § 382 because there is a well-defined community of
18 interest among ascertainable class members with regard to the claims asserted in this action.

19 24. The total number of members of the Class is believed to be in excess of 50,000
20 persons. Accordingly, joinder of all members of the Class would be impractical.

21 25. Questions of law and fact common to Plaintiff and the Class predominate over
22 questions of law and fact affecting only individual members of the Class. These common
23 questions of law and fact include, but are not limited to, the following:

- 24 (a) Whether Ticketmaster facilitates and participates in the automated
25 purchase and resale of tickets by resellers to increase the price of tickets;
- 26 (b) Whether Ticketmaster prevents competition in the secondary ticket market
27 by exploiting its monopoly position in the primary ticket market;
- 28 (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes

1 and enters into agreements to unite interests to affect the price of tickets
2 sold in the secondary market;

3 (d) Whether Ticketmaster's actions as described herein constitute receipt of
4 stolen property in violation of California Penal Code section 496;

5 (e) Whether Ticketmaster's actions as described herein constitute violations
6 of California Business and Professions Code § 17200, *et seq.*;

7 (f) The proper formula for calculating damages and restitution owed to
8 Plaintiffs;

9 (g) Whether Ticketmaster will, unless enjoined, continue the practices alleged
10 herein; and

11 (h) The terms and conditions of the injunction to be issued against
12 Ticketmaster.

13 26. The identities of the members of the Class are ascertainable from available
14 records maintained by Ticketmaster or by third parties.

15 27. Plaintiff's claims are typical of the claims of the Class because Plaintiff was
16 subjected to the unlawful practices alleged herein common to the Class. Ticketmaster's
17 common course of conduct has caused Plaintiff and the Class to sustain the same or
18 substantially similar injuries and damages caused by the same practices of Ross, and Plaintiff's
19 claims are therefore representative of the claims of Plaintiff Class.

20 28. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff
21 will vigorously prosecute this case on behalf of Class.

22 29. Counsel who represent Plaintiff are competent and experienced in litigating
23 complex actions. Plaintiff and his counsel will fairly and adequately represent and protect the
24 interests of the members of the Class.

25 **VI. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION**
27 **Per Se Violation of the Cartwright Act**
(California Business & Professions Code § 16720)

28 30. Plaintiff incorporates by reference all preceding paragraphs as though fully set

1 forth herein.

2 31. As alleged herein, Ticketmaster by and through its officers, directors, employees,
3 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
4 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
5 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
6 violation of the Cartwright Act, California Business and Professions Code § 16720.

7 32. Plaintiff and the members of the Class are proper entities to bring a case
8 concerning this conduct.

9 33. Ticketmaster's activities as alleged herein are per se violations of the Cartwright
10 Act, California Business and Professions Code § 16720.

11 34. Plaintiff and the Class have suffered antitrust injury and have been injured in
12 their business and property as a result of Ticketmaster's unlawful acts as herein alleged.

13 35. Plaintiff seeks damages according to proof, which damages shall be
14 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
15 § 16750(a).

16 36. Further, Plaintiff seeks an injunction against further wrongful acts of
17 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
18 16750(a).

19 37. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
20 Cartwright Act, California Business and Professions Code § 16750(a).

21 38. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
22 Act, California Business and Professions Code § 16750(a).

23 **SECOND CAUSE OF ACTION**
24 **Violation of the Cartwright Act Under the Rule of Reason**
(California Business & Professions Code § 16720)

25 39. Plaintiff incorporates by reference all preceding paragraphs as though fully set
26 forth herein.

27 40. As alleged herein, Ticketmaster by and through its officers, directors, employees,
28 agents, or representatives, entered into and engaged in an unlawful contract, combination, and

1 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
2 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
3 violation of the Cartwright Act, California Business and Professions Code § 16720.

4 41. Plaintiff and the members of the Class are proper entities to bring a case
5 concerning this conduct.

6 42. Ticketmaster's conduct as alleged herein unreasonably restrains trade and
7 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
8 California Business and Professions Code § 16720.

9 43. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster's
10 unlawful acts as herein alleged.

11 44. Plaintiff seeks damages according to proof, which damages shall be
12 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
13 § 16750(a).

14 45. Further, Plaintiff seeks an injunction against further wrongful acts of
15 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 46. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 47. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
20 Act, California Business and Professions Code § 16750(a).

21 **THIRD CAUSE OF ACTION**
22 **Violation of the California Penal Code § 496**

23 48. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 49. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
26 knowingly and designedly taking the money or property of another by false or fraudulent
27 representations or pretenses.

28 50. A violation of Penal Code § 484 is established by evidence that a person made a

1 false pretense or representation with the intent to defraud the owner of his property, and that
2 the owner was thus deprived of his property.

3 51. Penal Code § 496(a) prohibits the concealing and selling of property known to
4 have been obtained in any manner constituting theft.

5 52. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
6 from purchasing more than a limited number of tickets per event. This limit is known as the
7 "ticket limit."

8 53. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
9 submitting content or information that is fraudulent.

10 54. Scalpers use manual or automatic means to purchase first-hand tickets via
11 Ticketmaster in excess of the ticket limit, including by providing false information that
12 includes the purchaser's name, email address, contact information, IP address, and other
13 information.

14 55. By purchasing first-hand tickets in excess of the ticket limit and using falsified
15 information, scalpers knowingly and designedly take the property of the original ticket seller
16 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

17 56. Scalpers then sell those same tickets second-hand to consumers using
18 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
19 for the original ticket.

20 57. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
21 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
22 over the tickets while they remain offered for sale.

23 58. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
24 in excess of the ticket limit and by using falsified information.

25 59. Alternatively, Ticketmaster's principal business, or one of its principal
26 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
27 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
28 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),

1 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
2 listed for sale in its marketplace is stolen.

3 60. Ticketmaster fails to make a reasonable inquiry into whether property listed for
4 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
5 tickets sold by scalpers in its marketplace are stolen.

6 61. Regardless of how Ticketmaster's knowledge is established, by knowingly aiding
7 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
8 falsified information, Ticketmaster receives stolen property in violation of Penal Code
9 § 496(a).

10 62. Ticketmaster's violations of Penal Code § 496, as alleged above, are a substantial
11 factor in causing injury to Plaintiff and the other members of the Class.

12 63. As a result of Ticketmaster's violations of Penal Code § 496, Plaintiff and the
13 other members of the Class have suffered harm that includes but is not limited to the increased
14 price paid for event tickets, the loss of such additional amounts of money each would have
15 received had he or she not been the victim of those violations, and the lost use-value of the
16 money so deprived.

17 64. For those harms occurring within the Class Period, Plaintiff and the other
18 members of the Class seek compensatory damages at three times the amount of the actual
19 damages, prejudgment interest, reasonable attorneys' fees, and costs of suit, all pursuant to
20 Penal Code §496 (c), and in an amount according to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **RESTITUTION - UNFAIR BUSINESS PRACTICES**
23 **(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)**

24 65. Plaintiff incorporates by reference all preceding paragraphs as though fully set
25 forth herein.

26 66. Each violation of law by Ticketmaster as alleged herein constitutes a separate
27 and distinct unfair and unlawful practice in violation of California Business & Professions
28 Code § 17200, *et seq.*

67. As a direct and proximate result of Ticketmaster's conduct as alleged herein,

1 Plaintiff and the Class have been injured in fact and have lost money and property, and
2 Ticketmaster has been enriched by the retention of funds for reimbursement that are the
3 property of Plaintiff and the Class.

4 68. Plaintiff and the Class are entitled to restitution of all amounts which
5 Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster
6 unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can
7 be proved with common evidence.

8 69. Plaintiff is additionally entitled to recovery of interest, costs, and attorney's fees
9 as provided by California law.

10 **FIFTH CAUSE OF ACTION**
11 **Injunction**
(California Business & Professions Code § 17200, et seq.)

12 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
13 forth herein.

14 71. Each violation of California law by Ticketmaster as alleged herein constitutes a
15 separate and distinct unlawful and unfair practice in violation of California Business &
16 Professions Code § 17200, et seq.

17 72. Plaintiff has been harmed by Ticketmaster's unlawful and unfair practices as
18 alleged herein.

19 73. Ticketmaster continues to engage in the unlawful and unfair practices alleged
20 herein through the present day.

21 74. Unless enjoined by this Court, Ticketmaster will continue to engage in the
22 unlawful and unfair practices alleged herein.

23 75. Plaintiff is entitled to, and therefore requests, an injunction of this Court
24 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
25 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
26 to monitor Ticketmaster's compliance with said injunction.

27 76. Plaintiff is entitled to costs and attorney's fees for pursuing the injunction
28 requested herein.

1 **VII. PRAYER FOR RELIEF**

2 Wherefore, Plaintiff, on behalf himself and the Class, prays for relief as follows:

3 1. That the Court certify this action as a class action on behalf of the Class pursuant
4 to California Code of Civil Procedure § 382;

5 2. That the Court designate Plaintiff as representative of the Class;

6 3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

7 4. That the Court adjudge and decree that Ticketmaster's acts as herein alleged
8 violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;

9 5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of
10 the actions complained of herein, including penalties, interest, and costs;

11 6. That Ticketmaster, at its own expense, be ordered to provide full and adequate
12 notice as required in class actions to all members of the Class;

13 7. That this action and the Class be further designated, respectively, as a
14 representative action and a representative class under California Business & Professions Code
15 § 17200, *et seq.*;

16 8. That Ticketmaster be ordered to make full restitution of all amounts received
17 and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California
18 Business and Professions Code § 17200, *et seq.*;

19 9. That in addition to any constitutionally sufficient notice that is or might
20 otherwise be required in a class action under California law, that Ticketmaster be ordered to
21 pay for all necessary efforts to actually locate members of the representative class under
22 Business and Professions Code § 17200, *et seq.*;

23 10. That this Court determine, and provide its declaratory judgment, that the
24 practices complained of herein were done willfully, knowingly, and intentionally;

25 11. That this Court issue a temporary injunction, on terms the Court may deem
26 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
27 of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to
28 the Court or its appointed agent or expert regarding its compliance with said injunction, and

1 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;

2 12. That this Court issue a permanent injunction, on terms the Court may deem
3 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
4 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
5 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
6 pay all costs associated with monitoring said injunction;

7 13. For attorney's fees as provided by statutory and common law;

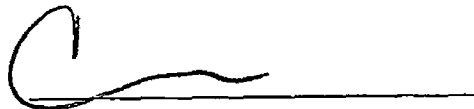
8 14. For costs of suit incurred; and

9 15. For such other legal and equitable relief as the Court may deem just and proper.

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Dated: September 28, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury on all causes of action and claims with respect to which Plaintiff and the Class have a right to a jury trial.

Dated: September 28, 2018

AIMAN SMITH MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

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PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

NOTICE OF RELATED CASE

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Ticket Master LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina Del Rey, CA 90292	<i>Agent for Defendant Ticketmaster LLC</i>
Steve W. Berman, Esq. Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 206/623-7292 206/623-0594 fax steve@hbisslaw.com Elaine T. Byszewski, Esq. Hagens Berman Sobol Shapiro LLP 301 N. Lake Avenue, Suite 920 Pasadena, CA 91101 213/330-7150 213/330-7152 fax elaine@hbsslaw.com	<i>Attorneys for Plaintiff Allen Lee (Lee v. Ticketmaster LLC – 3:18-cv-05987-VC)</i>

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

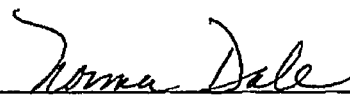
[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

1 — [By Personal Service] I caused such envelope to be delivered by hand to the above
2 address.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Dated: October 22, 2018


Norma Dale

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OCT 23 2018

Dkt. 8

Filed: November 5, 2018

**Declaration of Christopher B.
Campbell Regarding Inability
To Comply With Meet And
Confer Requirement And
Request For Automatic 30-
Day Extension**

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LATHAM & WATKINS LLP
Daniel M. Wall (Bar No. 102580)
Timothy L. O'Mara (Bar No. 212731)
505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538
Telephone: (415) 391-0600
Facsimile: (415) 395-8095
Email: Dan.Wall@lw.com
Email: Tim.O'Mara@lw.com

Attorneys for Defendant
TICKETMASTER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-10,
inclusive

Defendants.

CASE NO. RG18922688

**DECLARATION OF CHRISTOPHER B.
CAMPBELL REGARDING INABILITY TO
COMPLY WITH MEET AND CONFER
REQUIREMENT AND REQUEST FOR
AUTOMATIC 30-DAY EXTENSION**

Date action filed: September 28, 2018

FILED BY FAX
ALAMEDA COUNTY
November 05, 2018
CLERK OF
THE SUPERIOR COURT
By Alicia Espinoza, Deputy
CASE NUMBER:
RG18922688

1 I, Christopher B. Campbell, declare as follows:

2 1. I am an attorney for Defendant Ticketmaster LLC ("Ticketmaster"). I have
3 personal knowledge of the facts stated in this declaration and would testify to them if called to do
4 so.

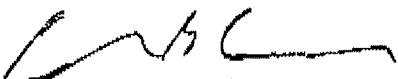
5 2. On October 30, 2018, I emailed counsel of record for Plaintiff to schedule a meet
6 and confer call pursuant to California Code of Civil Procedure sections 430.41(a) and
7 435.5(a). Counsel for Plaintiff and I thereafter scheduled a call for November 2, 2018 to discuss
8 Ticketmaster's potential grounds for a demurrer and/or motion to strike the complaint.

9 3. A call took place as scheduled on November 2, 2018. However, due to the
10 unavailability of certain counsel, counsel for Plaintiff was unable to provide a response to
11 Ticketmaster's objections and potential grounds for a demurrer and motion to strike during that
12 call. Accordingly, the parties were unable to successfully hold and complete a meet and confer
13 call within the time required under California Code of Civil Procedure sections 430.41(a) and
14 435.5(a).

15 4. I am therefore filing this declaration on behalf of Ticketmaster in order to obtain
16 an automatic 30-day extension of time to file a responsive pleading, pursuant to Code of Civil
17 Procedure sections 430.41(a)(2) and 435.5(a)(2).

18
19 I declare under penalty of perjury, under the laws of the state of California, that the foregoing is
20 true and correct.

21
22 Executed on November 5, 2018 at San Francisco, California.

23
24 By 
25 Christopher B. Campbell
26 Attorney for Defendant
27 TICKETMASTER LLC
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PROOF OF SERVICE

I, Chad A. Hejl, am employed in the County of San Francisco, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

On November 5, 2018, I served the following documents described as:

DECLARATION OF CHRISTOPHER B. CAMPBELL REGARDING INABILITY TO COMPLY WITH MEET AND CONFER REQUIREMENT AND REQUEST FOR AUTOMATIC 30-DAY EXTENSION

by serving true copies of the above-described documents in the following manner:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or package containing the above-described documents and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service:

Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Carey A. James
Brent A. Robinson
7677 Oakport St. Suite 1150
Oakland, CA 94621
ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

Attorneys for Plaintiff Mahmoud Ameri

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 5, 2018, at San Francisco, California.



Chad A. Hejl
chad.hejl@lw.com

Dkt. 9

Filed: November 8, 2018

**Defendant Ticketmaster
LLC's Notice of Filing of
Removal to Federal Court**

11/07/2018 19:13 FAX 415 395 8095

LATHAM & WATKINS

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LATHAM & WATKINS LLP
Daniel M. Wall (Bar No. 102580)
Timothy L. O'Mara (Bar No. 212731)
Christopher B. Campbell (Bar No. 254776)
505 Montgomery Street, Suite 2000
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Telephone: (415) 391-0600
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Email: Dan.Wall@lw.com
Email: Tim.O'Mara@lw.com
Email: Christopher.Campbell@lw.com

Attorneys for Defendant
TICKETMASTER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC and DOES 1-10,
inclusive

Defendants.

FILED BY FAX
ALAMEDA COUNTY
November 08, 2018
CLERK OF
THE SUPERIOR COURT
By Cheryl Clark, Deputy
CASE NUMBER:
RG18922688

CASE NO. RG18922688
**DEFENDANT TICKETMASTER LLC'S
NOTICE OF FILING OF REMOVAL TO
FEDERAL COURT**

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**TO THE CLERK OF THE COURT, PLAINTIFF AND PLAINTIFF’S ATTORNEY
OF RECORD:**

PLEASE TAKE NOTICE that on November 7, 2018, Defendant Ticketmaster LLC (“Ticketmaster”) filed a Notice of Removal in the United States District Court for the Northern District of California. A copy of the Notice of Removal is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that pursuant to 28 U.S.C. §§ 1441 and 1446, the filing of the said Notice of Removal in the United States District Court for the Northern District of California, together with the filing of the attached copy thereof in this Court, effects the removal of this action and this Court may proceed no further unless and until the action is remanded.

Dated: November 7, 2018

Respectfully Submitted,

LATHAM & WATKINS LLP
Daniel M. Wall
Timothy L. O’Mara
Christopher B. Campbell


By 
Christopher B. Campbell
Attorneys for Defendant
TICKETMASTER LLC

Exhibit A

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LATHAM & WATKINS LLP
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505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538
Telephone: (415) 391-0600
Facsimile: (415) 395-8095

Attorneys for Defendant
TICKETMASTER LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MAHMOUD AMERI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC and DOES 1-10,
inclusive,

Defendants.

CASE NO. 3:18-cv-6750

**DEFENDANT TICKETMASTER LLC’S
NOTICE OF REMOVAL**

1 Defendant Ticketmaster LLC (“Ticketmaster”) hereby removes this action from the
2 Superior Court of the State of California for the County of Alameda to this Court pursuant to
3 28 U.S.C. §§ 1332, 1441, 1446, and 1453.

4 **I. THE COMPLAINT**

5 1. On September 28, 2018, Plaintiff Mahmoud Ameri (“Plaintiff”), individually and
6 on behalf of all others similarly situated (“Plaintiffs”), filed a Class Action Complaint
7 (“Complaint”) in the Superior Court of the State of California for the County of Alameda captioned
8 *Mahmoud Ameri, individually and on behalf of all others similarly situated, Plaintiff v.*
9 *Ticketmaster, LLC, and DOES 1-10, inclusive*, Case No. RG18922688 (“State Court Action”).

10 2. The Summons and Complaint were personally served on Ticketmaster on October
11 8, 2018. A true and correct copy of the Complaint, Summons, and Notice of Service of Process,
12 and other pleadings are attached hereto as Exhibit 1. Exhibit 1 constitutes all of the pleadings,
13 process, and orders served on Ticketmaster in the State Court Action.

14 3. On October 23, 2018, Plaintiff filed a Notice of Related Case in the State Court
15 Action, which was served on Ticketmaster’s registered agent on the same day. Attached hereto as
16 Exhibit 2 is a true and correct copy of the Notice of Related Case.

17 4. On November 5, 2018, Defendant filed the Declaration of Christopher B. Campbell
18 Regarding Inability to Comply with Meet and Confer Requirement and Request for Automatic 30-
19 Day Extension. Attached hereto as Exhibit 3 is a true and correct copy of the Declaration.

20 5. This Notice of Removal is timely, as it is filed within thirty (30) days of
21 Ticketmaster’s receipt of the Summons and Complaint. *See* 28 U.S.C. §§ 1446(b)(2)(B)-(C).

22 **II. THIS COURT HAS DIVERSITY JURISDICTION PURSUANT TO THE CLASS**
23 **ACTION FAIRNESS ACT**

24 6. Plaintiffs purport to represent a class including “[a]ll persons with California
25 addresses who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket
26 exchange that were first offered by and/or through Ticketmaster.” Compl. ¶ 22. The Class Period
27 is alleged to be “the period from 4 years prior to the filing of [the State Court Action] through the
28 trial date.” *Id.* ¶ 6.

1 7. This Court has original jurisdiction over this action pursuant to the Class Action
2 Fairness Act (“CAFA”). *See* 28 U.S.C. §§ 1332(d), 1453. CAFA extends federal jurisdiction over
3 class actions where: (1) any member of the proposed class is a citizen of a state different from any
4 defendant (i.e., minimal diversity exists); (2) the putative class consists of more than 100 members;
5 and (3) the amount in controversy exceeds \$5 million, taking into account all damages and
6 equitable relief sought for all of the purported class members’ claims in the aggregate, exclusive
7 of interest and costs. 28 U.S.C. §§ 1332(d)(2), (d)(5)(B), (d)(6). Each of these requirements is
8 satisfied in this action.

9 **A. This Is a Purported Class Action Within the Meaning of CAFA**

10 8. A “class action” under CAFA includes any civil action filed under Federal Rule of
11 Civil Procedure 23 or “similar State statute or rule of judicial procedure authorizing an action to
12 be brought by 1 or more representative persons as a class action.” *See* 28 U.S.C. § 1332(d)(1)(B).

13 9. Plaintiff’s Class Action Complaint meets this definition because it is brought
14 pursuant to Section 382 of the California Code of Civil Procedure, which authorizes one or more
15 individuals to sue “for the benefit of all” when “the question is one of a common or general interest,
16 of many persons, or when the parties are numerous, and it is impracticable to bring them all before
17 the court.” Cal. Code Civ. Proc. § 382; *see* 28 U.S.C. §§ 1332(d)(1)(B), (d)(5)(B); Compl. ¶ 4
18 (“Plaintiff brings this action, individually and as a class action under California Code of Civil
19 Procedure § 382.”).

20 **B. Minimal Diversity Is Satisfied**

21 10. For purposes of establishing federal jurisdiction, CAFA requires only minimal
22 diversity—that is, at least one purported class member must be a citizen of a state different from
23 the state of citizenship of any named defendant. 28 U.S.C. § 1332(d)(2)(A).

24 11. “[A] corporation shall be deemed to be a citizen of every State and foreign state by
25 which it has been incorporated and of the State or foreign state where it has its principal place of
26 business.” 28 U.S.C. § 1332 (c)(1). At the time of the filing of this lawsuit, and at the time of
27 removal, Defendant Ticketmaster was and is a corporation incorporated under the laws of the
28 Commonwealth of Virginia, with its principal place of business in Beverly Hills, California.

1 Compl. ¶ 10. Ticketmaster is therefore a citizen of Virginia and California under 28 U.S.C.
2 § 1332(c)(1).

3 12. A person’s state citizenship is determined by her state of domicile, not her state of
4 residence. “A person’s domicile is her permanent home, where she resides with the intention to
5 remain or to which she intends to return. A person residing in a given state is not necessarily
6 domiciled there, and thus is not necessarily a citizen of that state.” *Kanter v. Warner-Lambert Co.*,
7 265 F.3d 853, 857 (9th Cir. 2001) (citation omitted). Plaintiff Ameri alleges that he is an
8 “individual and resident of Alameda County, California.” Compl. ¶ 11. Mr. Ameri makes no
9 allegations about his state citizenship.

10 13. Plaintiff “brings this action on behalf of himself and all others similarly situated as
11 a class action ... [and] [t]he Class that the Plaintiff seeks to represent is ... *[a]ll persons with*
12 *California addresses* who, during the Class Period, purchased tickets on a Ticketmaster secondary
13 ticket exchange that were first offered by and/or through Ticketmaster.” See Compl. ¶ 22
14 (emphasis added).

15 14. Ticketmaster is a primary ticketing service provider; it contracts with venues to
16 provide ticket distribution services, and then sells tickets to the venue’s events to consumers or
17 other buyers, in the first instance. This is the “primary” sale of a ticket. Subsequently, after the
18 initial or “primary” sale, purchasers may choose to resell their tickets on a secondary exchange
19 platform, such as StubHub or Ticketmaster. This is known as the “secondary” sale of a ticket.

20 15. During the alleged Class Period, Ticketmaster operated secondary ticket exchange
21 platforms (“Secondary Exchanges”), including www.ticketexchangebyticketmaster.com and
22 www.ticketmaster.com/verified, on which resellers resold tickets to buyers. Ticketmaster, as the
23 operator of those Secondary Exchanges, requires only that purchasers provide an address that
24 corresponds to the credit card used for the purchase. Ticketmaster’s Secondary Exchanges are not
25 restricted to citizens of California. Declaration of Shawn Moon (“Moon Decl.”) ¶ 2.

26 16. According to Ticketmaster’s records, during the alleged Class Period, various
27 purchaser accounts were used to purchase tickets on a Ticketmaster Secondary Exchange using a
28 California address, where the ticket(s) had first been offered by or through Ticketmaster in the first

1 instance (i.e., during the primary sale). Subsequently, however, many such purchasers updated
2 their address with Ticketmaster, changing it to an address in a state that was neither California
3 (where Ticketmaster’s principal place of business is located) nor Virginia (where Ticketmaster is
4 incorporated). Moon Decl. ¶ 4. Therefore, according to Ticketmaster’s records, the class as
5 defined includes at least one person “with [a] California address” at the time of purchase who is
6 now domiciled in a state other than California or Virginia. Minimal diversity is thus established
7 because at least one putative class member is a citizen of a different state than Ticketmaster. 28
8 U.S.C. § 1332(d)(2)(A).

9 **C. The Putative Class Exceeds 100 Members**

10 17. Plaintiff alleges that “[t]he total number of members of the Class is believed to be
11 in excess of 50,000 persons,” and that “joinder of all members of the Class would be impractical.”
12 Compl. ¶ 24. Because the putative class consists of at least 100 proposed class members, the
13 requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

14 **D. The Amount in Controversy Exceeds \$5 Million**

15 18. CAFA provides that, “[i]n any class action, the claims of the individual class
16 members shall be aggregated to determine whether the matter in controversy exceeds the sum or
17 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6). The amount in
18 controversy is first determined by reviewing the allegations of the operative complaint.
19 *Lowdermilk v. U.S. Bank Nat’l Assoc.*, 479 F.3d 994, 998 (9th Cir. 2007) (“Our starting point is
20 ‘whether it is ‘facially apparent’ from the complaint that the jurisdictional amount is in
21 controversy.’”) (quoting *Abrego Abrego v. Dow Chem. Co.*, 443 F.3d 676, 690 (9th Cir. 2006) (*per*
22 *curiam*)). Where a complaint does not state a dollar amount, a defendant’s notice of removal under
23 CAFA need include “only a plausible allegation that the amount in controversy exceeds the
24 jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554
25 (2014). Evidence on that issue is required “only when the plaintiff contests, or the court questions,
26 the defendant’s allegation.” *Id.*

27 19. Plaintiff does not allege a specific dollar amount in damages. However, Plaintiff
28 alleges that Ticketmaster’s allegedly “anticompetitive conduct” generated “billions of dollars of

1 revenue for itself at the expense of consumers.” Compl. ¶ 19 (emphasis added). Further, Plaintiff
2 seeks to certify a class of individuals that is purportedly “in excess of 50,000 persons.” Compl.
3 ¶¶ 22, 24. And Ticketmaster’s records indicate that purchasers who bought tickets on a
4 Ticketmaster Secondary Exchange using a California address, where the ticket(s) had first been
5 offered by or through Ticketmaster in the first instance (i.e., during the primary sale), collectively
6 paid hundreds of millions of dollars for their tickets. Moon Decl. ¶ 5.

7 20. With respect to remedies, Plaintiff seeks “damages according to proof, which
8 damages shall be automatically trebled pursuant to the Cartwright Act.” Compl. ¶ 35. Plaintiff
9 also seeks “restitution of all amounts received and/or retained and/or not paid to Plaintiff and the
10 Class,” attorney’s fees, costs of suit, as well as payment of “all amounts owed to the Class arising
11 out of the actions complained of ..., including penalties, interest, and costs.” Compl. at 12-13,
12 ¶¶ 5, 8, 11-14. Plaintiff further seeks injunctive relief “prohibiting Ticketmaster from engaging in
13 the practices complained of herein pending trial of this action, and requiring Ticketmaster to make
14 appropriate reports to the Court or its appointed agent or expert regarding its compliance with said
15 injunction, and requiring Ticketmaster to pay all costs associated with said monitoring said
16 injunction,” as well as a similar permanent injunction. *Id.*

17 21. Ticketmaster denies any and all liability and contends that Plaintiff’s allegations
18 are entirely without merit. For purposes of this Notice, however, taking Plaintiff’s factual
19 allegations as true and legal allegations as correct, Ticketmaster believes and alleges that the
20 amount in controversy would exceed \$5,000,000, exclusive of interest and costs, and satisfies the
21 amount in controversy requirements of CAFA. *See* 28 U.S.C. § 1332(d)(2).

22 **III. VENUE AND INTRA-DISTRICT ASSIGNMENT**

23 22. Because Plaintiff’s Complaint was filed in the Superior Court of California for the
24 County of Alameda, this district is the proper venue for this action upon removal pursuant to 28
25 U.S.C. § 1441(a). Either the San Francisco Division or the Oakland Division is the proper intra-
26 district assignment for this action upon removal pursuant to Civil Local Rule 3-2(c).

27

28

1 **IV. REMOVAL PROCEDURE**

2 23. This notice is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure.
3 See 28 U.S.C. § 1446(a).

4 24. Ticketmaster was served on October 8, 2018. See Summons and Notice of Service
5 of Process, attached hereto as Exhibit 1. Accordingly, this notice of removal is timely under
6 28 U.S.C. § 1446(b), as it is filed within 30 days of service. See *id.*; Fed. R. Civ. P. 6(a).

7 25. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders are
8 attached hereto. Copies of the Complaint, Summons, Notices of Service of Process, and Civil
9 Cover Sheet are attached hereto as Exhibit 1. No other pleadings have been filed in this matter to
10 date in the Superior Court.

11 26. Ticketmaster will serve written notice of the removal of this action upon all adverse
12 parties promptly, and will file such notice with the Clerk for the Superior Court of the State of
13 California, County of Alameda, as required by 28 U.S.C. § 1446(d).

14 Dated: November 7, 2018

Respectfully Submitted,

LATHAM & WATKINS LLP
Daniel M. Wall
Timothy L. O’Mara

By /s/ Daniel M. Wall
Daniel M. Wall
Attorneys for Defendant
TICKETMASTER LLC

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EXHIBIT 1



21023594

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TICKETMASTER LLC, and DOES 1-10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

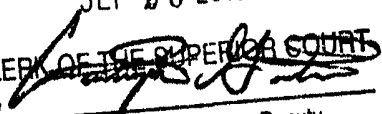
MAHMOUD AMERI, individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

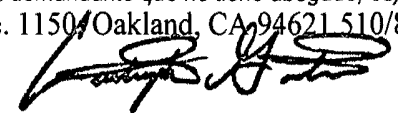
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

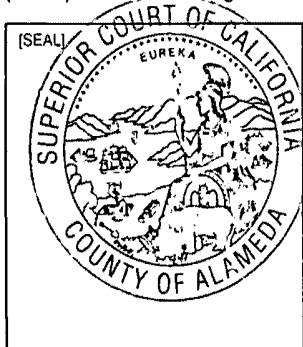
The name and address of the court is:
(El nombre y dirección de la corte es): **ALAMEDA SUPERIOR COURT**
1225 Fallon Street
Oakland, California 94612

CASE NUMBER:
(Número del Caso): **UG18922688**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Carey A. James, Esq., Aiman-Smith & Marcy, 7677 Oakport St., Ste. 1150, Oakland, CA 94621 510/817-2711

DATE: **SEP 28 2018** **Chad Finke** Clerk, by  Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served


- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

1 **AIMAN-SMITH MARCY**
PROFESSIONAL CORPORATION

2 Randall B. Aiman-Smith #124599
3 Reed W.L. Marcy #191531
4 Hallie Von Rock #233152
5 Carey A. James #269270
6 Brent A. Robinson #289373
7 7677 Oakport St. Suite 1150
8 Oakland, CA 94621
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caj@asmlawyers.com
bar@asmlawyers.com

FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT
By 
Deputy

10 Attorneys for Plaintiff

11
12 IN THE SUPERIOR COURT OF CALIFORNIA
13 IN AND FOR THE COUNTY OF ALAMEDA

14 MAHMOUD AMERI, individually and)
15 on behalf of all others similarly situated,)

Case No.: **RG18922688**

16 Plaintiff,

COMPLAINT FOR:

17 v.

18 TICKETMASTER LLC, and DOES 1-)
19 10, inclusive,)

20 Defendants.

1. Per se Violation of the Cartwright Act (Business and Professions Code § 16720, et seq.)
2. Violation of the Cartwright Act Under the Rule of Reason (Business and Professions Code § 16720, et seq.)
3. Violation of California Penal Code § 496
4. Unfair Business Practices (Business and Professions Code § 17200, et seq.)
5. Injunction (Business and Professions Code § 17200, et seq.)

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Mahmoud Ameri (“Plaintiff”) is informed and believes and thereupon alleges the
2 following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC (“Ticketmaster” or “Defendant”). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster’s secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster’s
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California’s Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in his
22 capacity as class action representative on behalf of all similarly situated persons (the “Class”).

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster’s conduct as alleged

1 herein and seek damages, injunctive relief, penalties, interest, attorney’s fees, and costs, all
2 under California law.

3 8. All violations of law described herein have been ongoing for at least four years,
4 are continuing at present, and will continue unless and until enjoined by this Court.

5 9. Ticketmaster knowingly and intentionally engaged in the conduct complained of
6 herein and acted as alleged herein in willful and knowing violation of the law.

7 **II. PARTIES**

8 10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in
9 Virginia with its headquarters and principal place of business in Beverly Hills, California.

10 11. Plaintiff Mahmoud Ameri is an individual and a resident of Alameda County,
11 California. On June 16, 2017, while physically located in Fremont, California, Plaintiff used
12 Ticketmaster’s ticketing website to purchase Ticketmaster verified tickets to the International
13 Champions Cup soccer match between Real Madrid and Manchester United, to be held the
14 following month in Santa Clara. Plaintiff paid a total of \$292.75 for those tickets, inclusive of
15 fees and taxes.

16 12. Plaintiff is ignorant of the true names or capacities of defendants named herein as
17 Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names.
18 When the names and capacities of these defendants are ascertained, Plaintiff will amend this
19 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
20 or in some manner legally responsible for the events alleged herein.

21 **III. JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction of this action under California Code of
23 Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not
24 the United States District Court, has subject matter jurisdiction of this class action because
25 Ticketmaster’s corporate headquarters are located in California, and Ticketmaster is therefore a
26 citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff’s claims fall within 28
27 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-
28 thirds or more of the members of the Plaintiff Class are citizens of the State of California,

1 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
2 California, and no other class action in California asserting the same factual allegations has
3 been filed against Ticketmaster in the preceding three years.

4 14. This Court has specific and general personal jurisdiction over Ticketmaster
5 because Ticketmaster is a citizen of California, has significant contacts with California by
6 virtue of its extensive business operations in California, and has purposefully availed itself of
7 the privileges and immunities of conducting business in California; and because Ticketmaster's
8 affiliations with the State of California are sufficiently continuous and systematic to render
9 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
10 business in California.

11 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
12 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
13 to the liability alleged herein occurred in the County of Alameda.

14 **IV. GENERAL ALLEGATIONS**

15 16. Tickets to live events such as concerts and sporting activities are generally sold
16 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
17 secondary market, wherein tickets originally purchased in the primary market are resold,
18 usually for higher prices.

19 17. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
20 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
21 Persons who purchase tickets in the primary market and resell those tickets in the secondary
22 market have traditionally been called "scalpers." Historically, scalpers have frequently
23 operated by rather primitive means. An individual scalper might, for example, purchase a
24 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual
25 concert goers. In recent years, however, the scalping industry has become increasingly
26 sophisticated, with resellers, for example, using software applications called "bots" that
27 purchase tickets in bulk by automated means. These tickets are then resold on the internet.
28 This process drives up the price of tickets, making live events more expensive for consumers.

1 18. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
2 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
3 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
4 agreements and contracts with these resellers, provides computer programs and support for the
5 automated resale of tickets at inflated prices, and reaps tremendous profits from these
6 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
7 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
8 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
9 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
10 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
11 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
12 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
13 activity with large-scale, professional resellers.

14 19. By its seamless coordination with large resellers and its domination of the
15 primary ticket market, Ticketmaster suppresses and prevents competition from other
16 participants in the secondary ticket market, artificially manipulates supply and demand,
17 leverages its position in the primary market to extend itself into the secondary market, and
18 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
19 restrains trade in the market for tickets in California by artificially removing tickets from the
20 primary market for sale at higher prices on the secondary market, thus denying consumers
21 access to tickets in the primary market and requiring their purchase at inflated prices in the
22 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
23 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
24 revenue and its anticompetitive position by selectively enforcing its prohibition on automated
25 technologies and fake accounts against resellers who do not participate in its scheme and who
26 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
27 uses its monopoly power in the primary ticket market to improperly exclude competition in the
28 secondary market by contracts with ticket suppliers and venues that require purchasers in the

1 primary to use only Ticketmaster exchanges for resale.

2 20. Plaintiff has been injured in fact and has lost money and property as a result of
3 Ticketmaster's practices, and brings his claim for public injunctive relief to prevent further
4 harm to the public at large, which continues to face and suffer harm as a result of
5 Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent
6 injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future
7 deception of, and injury to, the public.

8 21. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster
9 was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

10 **V. CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated as
12 a class action pursuant to California Code of Civil Procedure § 382. The Class that the
13 Plaintiff seeks to represent is defined as follows: All persons with California addresses who,
14 during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that
15 were first offered by and/or through Ticketmaster.

16 23. The claims alleged herein may properly be maintained as a class action pursuant
17 to California Code of Civil Procedure § 382 because there is a well-defined community of
18 interest among ascertainable class members with regard to the claims asserted in this action.

19 24. The total number of members of the Class is believed to be in excess of 50,000
20 persons. Accordingly, joinder of all members of the Class would be impractical.

21 25. Questions of law and fact common to Plaintiff and the Class predominate over
22 questions of law and fact affecting only individual members of the Class. These common
23 questions of law and fact include, but are not limited to, the following:

- 24 (a) Whether Ticketmaster facilitates and participates in the automated
- 25 purchase and resale of tickets by resellers to increase the price of tickets;
- 26 (b) Whether Ticketmaster prevents competition in the secondary ticket market
- 27 by exploiting its monopoly position in the primary ticket market;
- 28 (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes

1 and enters into agreements to unite interests to affect the price of tickets
2 sold in the secondary market;

3 (d) Whether Ticketmaster’s actions as described herein constitute receipt of
4 stolen property in violation of California Penal Code section 496;

5 (e) Whether Ticketmaster’s actions as described herein constitute violations
6 of California Business and Professions Code § 17200, *et seq.*;

7 (f) The proper formula for calculating damages and restitution owed to
8 Plaintiffs;

9 (g) Whether Ticketmaster will, unless enjoined, continue the practices alleged
10 herein; and

11 (h) The terms and conditions of the injunction to be issued against
12 Ticketmaster.

13 26. The identities of the members of the Class are ascertainable from available
14 records maintained by Ticketmaster or by third parties.

15 27. Plaintiff’s claims are typical of the claims of the Class because Plaintiff was
16 subjected to the unlawful practices alleged herein common to the Class. Ticketmaster’s
17 common course of conduct has caused Plaintiff and the Class to sustain the same or
18 substantially similar injuries and damages caused by the same practices of Ross, and Plaintiff’s
19 claims are therefore representative of the claims of Plaintiff Class.

20 28. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff
21 will vigorously prosecute this case on behalf of Class.

22 29. Counsel who represent Plaintiff are competent and experienced in litigating
23 complex actions. Plaintiff and his counsel will fairly and adequately represent and protect the
24 interests of the members of the Class.

25 **VI. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION**
27 **Per Se Violation of the Cartwright Act**
(California Business & Professions Code § 16720)

28 30. Plaintiff incorporates by reference all preceding paragraphs as though fully set

1 forth herein.

2 31. As alleged herein, Ticketmaster by and through its officers, directors, employees,
3 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
4 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
5 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
6 violation of the Cartwright Act, California Business and Professions Code § 16720.

7 32. Plaintiff and the members of the Class are proper entities to bring a case
8 concerning this conduct.

9 33. Ticketmaster’s activities as alleged herein are per se violations of the Cartwright
10 Act, California Business and Professions Code § 16720.

11 34. Plaintiff and the Class have suffered antitrust injury and have been injured in
12 their business and property as a result of Ticketmaster’s unlawful acts as herein alleged.

13 35. Plaintiff seeks damages according to proof, which damages shall be
14 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
15 § 16750(a).

16 36. Further, Plaintiff seeks an injunction against further wrongful acts of
17 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
18 16750(a).

19 37. Plaintiff is automatically entitled to reasonable attorney’s fees pursuant to the
20 Cartwright Act, California Business and Professions Code § 16750(a).

21 38. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
22 Act, California Business and Professions Code § 16750(a).

23 **SECOND CAUSE OF ACTION**
24 **Violation of the Cartwright Act Under the Rule of Reason**
(California Business & Professions Code § 16720)

25 39. Plaintiff incorporates by reference all preceding paragraphs as though fully set
26 forth herein.

27 40. As alleged herein, Ticketmaster by and through its officers, directors, employees,
28 agents, or representatives, entered into and engaged in an unlawful contract, combination, and

1 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
2 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
3 violation of the Cartwright Act, California Business and Professions Code § 16720.

4 41. Plaintiff and the members of the Class are proper entities to bring a case
5 concerning this conduct.

6 42. Ticketmaster's conduct as alleged herein unreasonably restrains trade and
7 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
8 California Business and Professions Code § 16720.

9 43. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster's
10 unlawful acts as herein alleged.

11 44. Plaintiff seeks damages according to proof, which damages shall be
12 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
13 § 16750(a).

14 45. Further, Plaintiff seeks an injunction against further wrongful acts of
15 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 46. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 47. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
20 Act, California Business and Professions Code § 16750(a).

21 **THIRD CAUSE OF ACTION**
22 **Violation of the California Penal Code § 496**

23 48. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 49. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
26 knowingly and designedly taking the money or property of another by false or fraudulent
27 representations or pretenses.

28 50. A violation of Penal Code § 484 is established by evidence that a person made a

1 false pretense or representation with the intent to defraud the owner of his property, and that
2 the owner was thus deprived of his property.

3 51. Penal Code § 496(a) prohibits the concealing and selling of property known to
4 have been obtained in any manner constituting theft.

5 52. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
6 from purchasing more than a limited number of tickets per event. This limit is known as the
7 "ticket limit."

8 53. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
9 submitting content or information that is fraudulent.

10 54. Scalpers use manual or automatic means to purchase first-hand tickets via
11 Ticketmaster in excess of the ticket limit, including by providing false information that
12 includes the purchaser's name, email address, contact information, IP address, and other
13 information.

14 55. By purchasing first-hand tickets in excess of the ticket limit and using falsified
15 information, scalpers knowingly and designedly take the property of the original ticket seller
16 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

17 56. Scalpers then sell those same tickets second-hand to consumers using
18 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
19 for the original ticket.

20 57. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
21 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
22 over the tickets while they remain offered for sale.

23 58. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
24 in excess of the ticket limit and by using falsified information.

25 59. Alternatively, Ticketmaster's principal business, or one of its principal
26 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
27 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
28 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),

1 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
2 listed for sale in its marketplace is stolen.

3 60. Ticketmaster fails to make a reasonable inquiry into whether property listed for
4 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
5 tickets sold by scalpers in its marketplace are stolen.

6 61. Regardless of how Ticketmaster’s knowledge is established, by knowingly aiding
7 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
8 falsified information, Ticketmaster receives stolen property in violation of Penal Code
9 § 496(a).

10 62. Ticketmaster’s violations of Penal Code § 496, as alleged above, are a substantial
11 factor in causing injury to Plaintiff and the other members of the Class.

12 63. As a result of Ticketmaster’s violations of Penal Code § 496, Plaintiff and the
13 other members of the Class have suffered harm that includes but is not limited to the increased
14 price paid for event tickets, the loss of such additional amounts of money each would have
15 received had he or she not been the victim of those violations, and the lost use-value of the
16 money so deprived.

17 64. For those harms occurring within the Class Period, Plaintiff and the other
18 members of the Class seek compensatory damages at three times the amount of the actual
19 damages, prejudgment interest, reasonable attorneys’ fees, and costs of suit, all pursuant to
20 Penal Code §496 (c), and in an amount according to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **RESTITUTION - UNFAIR BUSINESS PRACTICES**
(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)

23 65. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 66. Each violation of law by Ticketmaster as alleged herein constitutes a separate
26 and distinct unfair and unlawful practice in violation of California Business & Professions
27 Code § 17200, *et seq.*

28 67. As a direct and proximate result of Ticketmaster’s conduct as alleged herein,

1 Plaintiff and the Class have been injured in fact and have lost money and property, and
2 Ticketmaster has been enriched by the retention of funds for reimbursement that are the
3 property of Plaintiff and the Class.

4 68. Plaintiff and the Class are entitled to restitution of all amounts which
5 Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster
6 unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can
7 be proved with common evidence.

8 69. Plaintiff is additionally entitled to recovery of interest, costs, and attorney’s fees
9 as provided by California law.

10 **FIFTH CAUSE OF ACTION**
11 **Injunction**
(California Business & Professions Code § 17200, et seq.)

12 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
13 forth herein.

14 71. Each violation of California law by Ticketmaster as alleged herein constitutes a
15 separate and distinct unlawful and unfair practice in violation of California Business &
16 Professions Code § 17200, et seq.

17 72. Plaintiff has been harmed by Ticketmaster’s unlawful and unfair practices as
18 alleged herein.

19 73. Ticketmaster continues to engage in the unlawful and unfair practices alleged
20 herein through the present day.

21 74. Unless enjoined by this Court, Ticketmaster will continue to engage in the
22 unlawful and unfair practices alleged herein.

23 75. Plaintiff is entitled to, and therefore requests, an injunction of this Court
24 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
25 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
26 to monitor Ticketmaster’s compliance with said injunction.

27 76. Plaintiff is entitled to costs and attorney’s fees for pursuing the injunction
28 requested herein.

VII. PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf himself and the Class, prays for relief as follows:

1. That the Court certify this action as a class action on behalf of the Class pursuant to California Code of Civil Procedure § 382;

2. That the Court designate Plaintiff as representative of the Class;

3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

4. That the Court adjudge and decree that Ticketmaster’s acts as herein alleged violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;

5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of the actions complained of herein, including penalties, interest, and costs;

6. That Ticketmaster, at its own expense, be ordered to provide full and adequate notice as required in class actions to all members of the Class;

7. That this action and the Class be further designated, respectively, as a representative action and a representative class under California Business & Professions Code § 17200, *et seq.*;

8. That Ticketmaster be ordered to make full restitution of all amounts received and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California Business and Professions Code § 17200, *et seq.*;

9. That in addition to any constitutionally sufficient notice that is or might otherwise be required in a class action under California law, that Ticketmaster be ordered to pay for all necessary efforts to actually locate members of the representative class under Business and Professions Code § 17200, *et seq.*;

10. That this Court determine, and provide its declaratory judgment, that the practices complained of herein were done willfully, knowingly, and intentionally;

11. That this Court issue a temporary injunction, on terms the Court may deem appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to the Court or its appointed agent or expert regarding its compliance with said injunction, and

1 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;

2 12. That this Court issue a permanent injunction, on terms the Court may deem
3 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
4 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
5 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
6 pay all costs associated with monitoring said injunction;

7 13. For attorney's fees as provided by statutory and common law;

8 14. For costs of suit incurred; and

9 15. For such other legal and equitable relief as the Court may deem just and proper.

10
11 Dated: September 28, 2018



12
13
14 

15 Carey A. James
16 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury on all causes of action and claims with respect to which Plaintiff and the Class have a right to a jury trial.

Dated: September 28, 2018

AIMAN-SMITH  MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

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Aiman-Smith & Marcy
Attn: Aiman-Smith, Randall B.
7677 Oakport Steet, Ste.1150
Oakland, CA 94621

Ticketmaster LLC

**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

<p>Ameri Plaintiff/Petitioner(s) VS.</p>	<p>No. <u>RG18922688</u></p>
<p>Ticketmaster LLC Defendant/Respondent(s) (Abbreviated Title)</p>	<p>NOTICE OF HEARING</p>

To each party or to the attorney(s) of record for each party herein:
Notice is hereby given that the above-entitled action has been set for:
Complex Determination Hearing
Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:
DATE: 11/20/2018 TIME: 03:00 PM DEPARTMENT: 23
LOCATION: Administration Building, Fourth Floor
1221 Oak Street, Oakland

Case Management Conference:
DATE: 12/18/2018 TIME: 03:00 PM DEPARTMENT: 23
LOCATION: Administration Building, Fourth Floor
1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb (www.alameda.courts.ca.gov/domainweb). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.

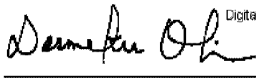
All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at Dept.23@alameda.courts.ca.gov or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 10/02/2018

Chad Finke Executive Officer / Clerk of the Superior Court

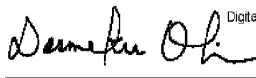
By  ^{Digital}

Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 10/03/2018.

By  ^{Digital}

Deputy Clerk



FOR COURT USE ONLY 21023595

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Carey A. James, Esq., SBN 269270
 Aiman-Smith & Marcy
 7677 Oakport Street, Suite 1150
 Oakland, California 94621
 TELEPHONE NO.: 510/817-2711 FAX NO.: 510/562-6830
 ATTORNEY FOR (Name): Plaintiff Mahmoud Ameri

FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
 STREET ADDRESS: 1225 Fallon Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Oakland, California 94612
 BRANCH NAME: Unlimited Jurisdiction

CASE NAME:
 AMERI v. TICKETMASTER LLC

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
RG18922688

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Five (5)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 28, 2018
 Carey A. James, Esq.

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Attorney or Party without Attorney: CAREY A. JAMES ESQ., Bar #269270 AIMAN-SMITH & MARCY 7677 OAKPORT STREET, SUITE 1020 OAKLAND, CA 94621 Telephone No: 510-562-6800 FAX No: 510-562-6830		<i>For Court Use Only</i> FILED BY FAX ALAMEDA COUNTY October 17, 2018 CLERK OF THE SUPERIOR COURT By Dajuana Turner, Deputy		
Attorney for: Plaintiffs		Ref. No. or File No.: TICKETMASTER	CASE NUMBER: RG18922688	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT				
Plaintiffs: MAHMOUD AMERI, ET AL. Defendant: TICKETMASTER LLC, ET AL.				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: RG18922688

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; DEMAND FOR JURY TRIAL; CIVIL CASE COVER SHEET; SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET
3. a. Party served: TICKETMASTER LLC
 b. Person served: AGENT FOR SERVICE, CORPORATE CREATIONS NETWORK INC., BY LEAVING WITH CHRISTIAN LARRANAGA, AUTHORIZED TO ACCEPT
4. Address where the party was served: AGENT: CORPORATE CREATIONS NETWORK INC.
 4640 ADMIRALTY WAY
 5TH FLOOR
 MARINA DEL REY, CA 90292
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Mon., Oct. 08, 2018 (2) at: 10:00AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: TICKETMASTER LLC
 Under CCP 416.40 (association or partnership)
7. Person Who Served Papers:

a. BRIAN FECHER b. One Hour Delivery Service 2920 Camino Diablo Ste. 100 WALNUT CREEK, CA 94597 c. 925-947-3470, FAX 925-947-3480	Recoverable Cost Per CCP 1033.5(a)(4)(B) d. The Fee for Service was: \$90.00 e. I am: (3) registered California process server (i) Independent Contractor (ii) Registration No.: 6402 (iii) County: LOS ANGELES
---	--

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Tue, Oct. 09, 2018



(BRIAN FECHER)

1 **AIMAN-SMITH MARCY**
PROFESSIONAL CORPORATION

FILED BY FAX
ALAMEDA COUNTY

October 26, 2018

CLERK OF
THE SUPERIOR COURT
By Shabra Iyamu, Deputy

CASE NUMBER:
RG18922688

2 Randall B. Aiman-Smith #124599
3 Reed W.L. Marcy #191531
Hallie Von Rock #233152
4 Carey A. James #269270
Brent A. Robinson #289373
5 7677 Oakport St. Suite 1150
Oakland, CA 94621
6 T 510.817.2711
F 510.562.6830
7 ras@asmlawyers.com
rwlm@asmlawyers.com
8 hvr@asmlawyers.com
caj@asmlawyers.com
9 bar@asmlawyers.com

10 Attorneys for Plaintiffs

11
12 IN THE SUPERIOR COURT OF CALIFORNIA

13 IN AND FOR THE COUNTY OF ALAMEDA

14
15 MAHMOUD AMERI, individually and)
16 on behalf of all others similarly situated,)

17 Plaintiff,

18 v.

19 TICKETMASTER LLC, and DOES 1-)
20 10, inclusive,)

21 Defendants.

Case No.: BC706281

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

PROOF OF SERVICE

22
23 Complaint Filed: Sept. 28, 2018
24 Trial Date: Not Yet Set

Aiman-Smith & Marcy
Attn: Aiman-Smith, Randall B.
7677 Oakport Steet, Ste.1150
Oakland, CA 94621

Ticketmaster LLC
RECEIVED
OCT 09 2018

**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

Ameri Plaintiff/Petitioner(s)	No. <u>RG18922688</u>
Ticketmaster LLC Defendant/Respondent(s) (Abbreviated Title)	NOTICE OF HEARING

To each party or to the attorney(s) of record for each party herein:
Notice is hereby given that the above-entitled action has been set for:
Complex Determination Hearing
Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:
DATE: 11/20/2018 TIME: 03:00 PM DEPARTMENT: 23
LOCATION: Administration Building, Fourth Floor
1221 Oak Street, Oakland

Case Management Conference:
DATE: 12/18/2018 TIME: 03:00 PM DEPARTMENT: 23
LOCATION: Administration Building, Fourth Floor
1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

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Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

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<http://apps.alameda.courts.ca.gov/domainweb>.

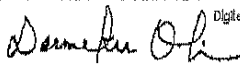
All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

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Dated: 10/02/2018

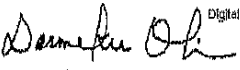
Chad Finke Executive Officer / Clerk of the Superior Court

By ^{Digital}
Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 10/03/2018.

By ^{Digital}
Deputy Clerk

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

NOTICE OF HEARING

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Ticket Master LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina Del Rey, CA 90292	<i>Agent for Defendant Ticketmaster LLC</i>
--	---

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

[By Personal Service] I caused such envelope to be delivered by hand to the above address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 25, 2018



Norma Dale

EXHIBIT 2

1 **AIMAN-SMITH MARCY**

PROFESSIONAL CORPORATION

2 Randall B. Aiman-Smith #124599

Reed W.L. Marcy #191531

3 Hallie Von Rock #233152

Carey A. James #269270

4 Brent A. Robinson #289373

7677 Oakport St. Suite 1150

5 Oakland, CA 94621

T 510.817.2711

6 F 510.562.6830

ras@asmlawyers.com

7 rwlm@asmlawyers.com

hvr@asmlawyers.com

8 caj@asmlawyers.com

bar@asmlawyers.com

9
10 Attorneys for Plaintiff Mahmoud Ameri

11 IN THE SUPERIOR COURT OF CALIFORNIA

12 IN AND FOR THE COUNTY OF ALAMEDA

13
14 MAHMOUD AMERI, individually and)
on behalf of all others similarly situated,)

15 Plaintiff,)

16 v.)

17 TICKETMASTER LLC, and DOES 1-)
18 10, inclusive,)

19 Defendants.)

Case No.: RG18922688

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

20
21
22
23 **NOTICE OF RELATED CASE**

24 Complaint Filed: Sept. 28, 2018
25 Trial Date: Not Yet Set
26
27
28

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Plaintiff Mahmoud Ameri ("Plaintiff") hereby submits this notice of a related case,
3 pursuant to California Rule of Court 3.300.

4 **1. Rule 3.300 Regarding Related Cases**

5 The parties have a duty to give notice of related cases, and both *Allen Lee v.*
6 *Ticketmaster LLC*, Northern District of California Case No. 3:18-cv-5987 ("*Lee*"), and *Austin*
7 *Dickey v. Ticketmaster, LLC et al.*, Central District of California Case No. 18-cv-9052
8 ("*Dickey*"), may be related to this case under California Rule of Court 3.300(b). A case is
9 related to another if both cases arise from "substantially identical transactions, incidents, or
10 events," which require resolution of "substantially identical questions of law or fact" or "[a]re
11 likely . . . to require substantial duplication of judicial resources if heard by different judges."
12 *Id.* at rule 3.300(a)(2), (4).)

13 **2. Lee and Dickey May Be Related to This Case Under Rule 3.300**

14 *Lee* was filed in the Northern District of California on the same day this action was
15 filed, or September 28, 2018. *See*, Cal. Rules of Court, rule 3.300(c)(1.) *Dickey* was filed in
16 the Central District of California on October 19, 2018. Plaintiff has attached a true and correct
17 copy of the complaint in *Lee* as **Exhibit A**, a true and correct copy of the complaint in *Dickey*
18 as **Exhibit B**, and as a courtesy has also attached a true and correct copy of the complaint in
19 this action as **Exhibit C**. This action, of course, is pending in the Superior Court for County of
20 Alameda, and was filed on September 28, 2018, the same date as *Lee*. *See*, Cal. Rules of Court,
21 rule 3.300(c)(2).

22 This action, *Dickey*, and *Lee* all arise from the same operative facts. Each case alleges
23 that Ticketmaster facilitated and encouraged scalpers who it knew had unlawfully
24 circumvented Ticketmaster's ticket-purchase restrictions in Ticketmaster's primary market to
25 purchase tickets *en masse* before consumers could buy them, and then sold those ill-gotten
26 tickets at a substantial markup on Ticketmaster's secondary market, to Ticketmaster's benefit
27 and to consumers' detriment. *See*, **Ex. A** (*Lee* Complaint) at pp. 1:7-2:9, 3:1-10:4; **Ex. B**
28 (*Dickey* Complaint) at pp. 1:26-11:4; **Ex. C** (*Ameri* Complaint) at pp. 1:4-2:6, 3:15-5:9.

1 Each action is a putative class actions and seeks similar forms of relief on behalf of their
 2 respective classes. *See, Ex. A (Lee Complaint)* at pp. 10:6-12:3; *Ex. B (Dickey Complaint)* at
 3 pp. 11:5-13:20; *Ex. C (Ameri Complaint)* at pp. 5:11-6:24, 12:2-13:9.

4 The cases differ in two significant aspects. First, while this action asserts its claims only
 5 on behalf Ticketmaster's California customers, the *Lee* and *Dickey* each asserts claims on
 6 behalf of all Ticketmaster customers in the United States. *Cf. Ex. A (Lee Complaint)* at p. 10:6-
 7 11; *Ex. B (Dickey Complaint)* at p. 11:5-11; *Ex. C (Ameri Complaint)* at p. 5:11-15.

8 Second, the cases differ in the causes of action asserted:

- 9 • Each action asserts violations of California's Unfair Competition Law (Bus. & Profs.
 10 Code § 17200 *et seq.*). *See, Ex. A (Lee Complaint)* at pp. 12:5-14:6; *Ex. B (Dickey*
 11 *Complaint)* at pp. 13:21-16:2; *Ex. C (Ameri Complaint)* at pp. 10:21-11:9.
- 12 • This action and *Dickey* separately assert antitrust violations of California's Cartwright
 13 Act (Bus. & Profs. Code § 16750 *et seq.*). *See, Ex. B (Dickey Complaint)* at pp. 23:18-
 14 25:19; *Ex. C (Ameri Complaint)* at pp. 6:26-8:20;
- 15 • *Lee* and *Dickey* separately assert common-law unjust enrichment causes of action. *See,*
 16 *Ex. A (Lee Complaint)* at pp. 14:7-15:15; *Ex. B (Dickey Complaint)* at pp. 27:15-28:21.
- 17 • *Dickey* separately asserts antitrust violations of under the Sherman Act (15 U.S.C. § 1 *et*
 18 *seq.*) (*Ex. B (Dickey Complaint)* at pp. 18:9-23:17), violations of the California
 19 Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*) (*id.* at pp. 25:21-27:14),
 20 and violations of California's False Advertising Act (Cal. Bus. & Profs. Code § 17500
 21 *et seq.*) (*id.* at pp. 16:4-18:7).
- 22 • This action separately asserts a private right of action under California's receiving
 23 stolen property statute (Pen. Code § 496). *See, Ex. C (Ameri Complaint)* at pp. 6:26-
 24 10:20.

25 To the extent that the two cases involve the same defendant, challenge the same
 26 common policies and practices, assert a common cause of action, seek the same basic relief,
 27 and involve common questions of law and fact, it may cause duplication of judicial resources
 28 to have these two cases heard by different judges. *See, Cal. Rules of Court, rule 3.300(a)(4).*

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Respectfully submitted,

Dated: October 22, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



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EXHIBIT A

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14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 ALLEN LEE, on behalf of himself and all others
17 similarly situated,

18 Plaintiff,

19 v.

20 TICKETMASTER L.L.C., a Virginia corporation,
21 LIVE NATION ENTERTAINMENT, INC., a
22 Delaware corporation,

23 Defendants.

24 Case No. 3:18-cv-5987

25 CLASS ACTION

26 **COMPLAINT**

27 **DEMAND FOR JURY TRIAL**

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 FIRST CAUSE OF ACTION
 VIOLATION OF CAL. BUS. & PROF. CODE § 1720012

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 VIOLATION OF COMMON LAW OF UNJUST ENRICHMENT14

JURY TRIAL DEMAND.....16

1 Plaintiff Allen Lee brings this action on behalf of himself and all others similarly situated
2 against TICKETMASTER L.L.C. and LIVE NATION ENTERTAINMENT, INC. (collectively,
3 Ticketmaster or defendants). Plaintiff's allegations against defendants are based upon information
4 and belief and upon investigation of plaintiff's counsel, except for allegations specifically pertaining
5 to plaintiff, which are based upon his personal knowledge.

6 I. OVERVIEW

7 1. Companies should treat consumers fairly. But a company fails at this when it accepts
8 kickbacks for secretly facilitating a shortage of its product and then a sale by a third party at a higher
9 price. This isn't right. But Ticketmaster was just exposed for engaging in just such a scheme.

10 2. Have you ever wondered why Ticketmaster has been unable to rid itself of the
11 scalpers who purchase mass quantities of concert or sports tickets from its website and then resell
12 them for much more minutes later? A better question all along may have been why did Ticketmaster
13 not want to. The answer: Ticketmaster hasn't wanted to rid itself of scalpers because, as it turns out,
14 they have been working with them.

15 3. Ticketmaster has actually facilitated the sale of tickets to the secondary market by
16 secretly implementing a "Resale Partner Program" supported by TradeDesk, which Ticketmaster
17 acknowledges it "built expressly for professional resellers." And Ticketmaster does this in order to
18 receive a second cut on tickets—that is *even more than* the original cut Ticketmaster receives.

19 4. For example, "if Ticketmaster collects \$25.75 on a \$209.50 ticket on the initial sale,
20 when the owner posts it for resale for \$400 on the site, the company stands to collect an additional
21 \$76 on the same ticket."¹ No wonder it isn't content to just sell each ticket once. And all this despite
22 a code of conduct for resellers that specifically prohibits them "from purchasing tickets that exceed
23 the posted ticket limit for an event," and "prohibits the creation of fictitious user accounts for the
24 purpose of circumventing ticket limit detection in order to amass tickets intended for resale."²

25
26 ¹ <http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html>.

27 ² <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

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IV. FACTUAL ALLEGATIONS

A. The Reselling of Tickets Is a \$5-Billion Industry in the United States.

13. "Ticketmaster is owned by the world's largest concert promoter, Live Nation—which brought in \$10.3 billion in revenue last year—and sells tickets to concerts, pro sports games, theater shows and other events."³

14. Meanwhile, the reselling of tickets has grown into a \$5-billion industry in the U.S.⁴

15. "Scalpers using bots to scoop up huge numbers of tickets to resell at much-inflated prices have become a curse for the concert-going public. Shows can sell out in moments, with thousands of tickets appearing on reseller websites minutes later. So what is Ticketmaster, the largest player in the ticketing industry, doing about a problem afflicting its customers with added costs and hassles? Cashing in—twice."⁵

B. Undercover Investigation Reveals Ticketmaster's Scheme to Cash in Twice by Permitting, Facilitating, and Actively Encouraging Secondary Market Sales by Scalpers Using its Online Resale Systems.

16. As first reported on September 19, 2018, in July 2018, Canada's national broadcaster CBC and the Toronto Star newspaper sent undercover reporters to Ticket Summit, a ticketing and live-entertainment convention at Caesars Palace in Las Vegas, where Ticketmaster reportedly held a private event for scalpers, whom the company refers to as "resellers" and "brokers."⁶

17. "Posing as scalpers and equipped with hidden cameras, the journalists were pitched on Ticketmaster's professional reseller program. Company representatives told them Ticketmaster's resale division turns a blind eye to scalpers who use ticket-buying bots and fake identities to snatch up tickets and then resell them on the site for inflated prices."⁷

³ <http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html>.

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

1 18. The reason for this is a simple one of greed: the “pricey resale tickets include extra
2 fees for Ticketmaster.” For example, “if Ticketmaster collects \$25.75 on a \$209.50 ticket on the
3 initial sale, when the owner posts it for resale for \$400 on the site, the company stands to collect an
4 additional \$76 on the same ticket.”⁸

5 19. At the convention, Casey Klein, Ticketmaster Resale director, held a session that was
6 closed to the media entitled, “We appreciate your partnership: More brokers are listing with
7 Ticketmaster than ever before.”⁹ “The audience heard that Ticketmaster has developed a
8 professional reseller program and within the past year launched TradeDesk, a web-based inventory-
9 management system for scalpers. . . . TradeDesk allows scalpers to upload large quantities of tickets
10 purchased from Ticketmaster’s site and quickly list them again for resale. With the click of a button,
11 scalpers can hike or drop prices on reams of tickets on Ticketmaster’s site based on their assessment
12 of fan demand.”¹⁰

13 20. “The resale program and TradeDesk appear closely guarded by Ticketmaster. Neither
14 TradeDesk nor the professional reseller program are mentioned anywhere on Ticketmaster’s website
15 or in its corporate reports To access the company’s TradeDesk website, a person must first send
16 in a registration request.”¹¹

17 21. Predictably, “it seems as though the ticket-selling giant has been keeping the program
18 under wraps, given the public outrage the program would likely incite.”¹²

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23 ⁸ <http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.htm>;
<https://www.cbc.ca/news/business/ticketmaster-prices-scalpers-bruno-mars-1.4826914>.

24 ⁹ [https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)
25 [secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535).

26 ¹⁰ [http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-](http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html)
27 [story.html](http://www.latimes.com/business/hollywood/la-fi-ct-ticketmaster-scalpers-20180920-story.html).

28 ¹¹ *Id.*

¹² <https://liveforlivemusic.com/news/ticketmaster-tradedesk-scalp/>.

1 22. According to Ticketmaster's 39-page "Professional Reseller Handbook," also
2 uncovered by CBC, TradeDesk is "Ticketmaster Resale's custom-designed and web-based, inventory
3 management, sales and full point-of-sale system built expressly for professional resellers."¹³

4 23. Tickets from the primary market can be uploaded to TradeDesk. And the "TradeDesk
5 Marketplace" provides a platform where professional resellers can also "view and purchase
6 inventory from fans"¹⁴—even though Ticketmaster secondary sites purport to be "Introducing Fan-
7 to-Fan Resale"¹⁵ and "Powering Official Fan-to-Fan Marketplaces."¹⁶

8 24. "Transfer" is a "TradeDesk feature that provides resellers the ability to easily move
9 any Ticketmaster Verified ticket from one account to another without the need for PDFs or
10 barcodes." And Ticketmaster profits from supporting and encouraging scalpers, because they pay a
11 "Seller Fee" to Ticketmaster that is a percentage of the ticket price.¹⁷

12 25. Ticketmaster's predecessor to TradeDesk was EventInventory; on its website it now
13 describes TradeDesk as "Ticketmaster Resale's newest broker tool," replacing EventInventory.¹⁸

14 26. Back on the trade show floor of the Las Vegas conference, Ticketmaster
15 representatives handed out cupcakes, and at cubicle workstations they provided online
16 demonstrations of TradeDesk. One of the presenters, unaware he was speaking to an undercover
17 reporter, said that Ticketmaster's resale division is not interested in whether clients use automated
18 software and fake identities to bypass the box office's ticket-buying limits. He commented: "If you
19 want to get a good show and the ticket limit is six or eight ... you're not going to make a living on six
20 or eight tickets."¹⁹

21
22 ¹³ <https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html> (Professional Reseller Handbook), at 8.

23 ¹⁴ *Id.*

24 ¹⁵ <https://www.ticketmaster.com/verified>.

25 ¹⁶ <https://www.ticketexchangebyticketmaster.com/>.

26 ¹⁷ Professional Reseller Handbook at 9.

27 ¹⁸ <https://www.eventinventory.com/>.

28 ¹⁹ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

1 27. Although the firm has a “buyer abuse” department that keeps an eye out for blatantly
2 suspicious online activity, the Ticketmaster representative said that its reselling department doesn’t
3 police users of TradeDesk. When asked whether Ticketmaster cares if scalpers use bots to buy their
4 tickets, he said: “We don’t share reports, we don’t share names, we don’t share account information
5 with the primary site. Period.”²⁰

6 28. During an online video conference demonstration of TradeDesk at an earlier stage of
7 the undercover investigation back in March 2018, another Ticketmaster employee was asked whether
8 the company would ban scalpers who violated the firm’s terms of service by getting around ticket-
9 buying limits. He responded: “We’ve spent millions of dollars on this tool. The last thing we’d want
10 to do is get brokers caught up to where they can’t sell inventory with us.”²¹

11 29. According to CBC, he also said that 100 scalpers in North America, including a
12 handful in Canada, are using TradeDesk to move between a few thousand and several million tickets
13 per year. “I think our biggest broker right now has probably grabbed around five million,” he said.²²

14 30. There are brokers with “literally a couple of hundred accounts” on TradeDesk, and
15 that it’s “not something that we look at or report.”²³

16 31. Indeed, Ticketmaster’s Professional Reseller Handbook reveals that the company runs
17 a reward program for scalpers who sell tickets on “Ticketmaster Resale consumer websites.”²⁴ In the
18 words of Ticketmaster, it “rewards professional reseller partners” for sales performance, unlocking
19 discounts on the seller fee percentage if, for example, their purchase order total reflects improvement
20 year-over-year—and Ticketmaster provides an example of a purchase order total exceeding \$5M—or

21
22 ²⁰ *Id.*

23 ²¹ *Id.*

24 ²² *Id.*

25 ²³ <https://www.rollingstone.com/music/music-news/ticketmaster-cheating-scalpers-726353/>.

26 ²⁴ Professional Reseller Handbook at 5, 9-12. These include sites such as
27 <https://www.ticketexchangebyticketmaster.com/>, which purports to be “Powering Official Fan-to-
28 Fan Marketplaces”; <https://www.ticketmaster.com/verified>, which purports to be “Introducing Fan-
to-Fan Resale” and “HAS MORE TICKETS IN STORE THAN EVER BEFORE”; and
<https://www.ticketsnow.com/>, another Ticketmaster company.

1 they achieve “a year-over-year increase in the number of tickets [] sold on Ticketmaster Resale
2 platforms.”²⁵ Thus, Ticketmaster is actively rewarding scalpers for selling on its secondary market.

3 **C. Ticketmaster’s Response to the Exposé Is to Investigate the Admittedly**
4 **“Inappropriate Activity.”**

5 32. “As the world’s leading ticketing platform, representing thousands of teams, artists
6 and venues, we believe it is our job to offer a marketplace that provides a safe and fair place for fans
7 to shop, buy and sell tickets in both the primary and secondary markets,” wrote Catherine Martin,
8 senior vice-president of communications, based in Los Angeles.

9 33. But at the same time Ticketmaster acknowledges that its code of conduct for sellers
10 “specifically prohibits resellers from purchasing tickets that exceed the posted ticket limit for an
11 event,” and the firm’s policy “prohibits the creation of fictitious user accounts for the purpose of
12 circumventing ticket limit detection in order to amass tickets intended for resale.”²⁶

13 34. So Ticketmaster said it was “categorically untrue that Ticketmaster has any program
14 in place to enable resellers to acquire large volumes of tickets at the expense of consumers.”²⁷

15 35. But “the CBC report made no claims about a system to acquire tickets, but rather
16 disclosed TradeDesk, an online tool that helps scalpers resell their inventory by instantly ‘synching’
17 their Ticketmaster.com accounts to upload already-purchased event seats onto resale websites—
18 including Ticketmaster.”²⁸

19 36. And Ticketmaster did not deny that its resale division is not policing activity that
20 would indicate violations on the primary site. Nor did it deny that the resale division is actively
21 encouraging those engaging in such violations to use TradeDesk to unload mass quantities of tickets
22 on the secondary market.

23
24 ²⁵ Professional Reseller Handbook at 9, 12.

25 ²⁶ <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

26 ²⁷ *Id.*

27 ²⁸ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

1 37. So now Ticketmaster has started an internal review of its professional resellers'
2 accounts and employee practices "to ensure that our policies are being upheld by all stakeholders."
3 And it said that: "Moving forward we will be putting additional measures in place to proactively
4 monitor for this type of inappropriate activity."²⁹

5 38. Richard Powers, associate professor at the University of Toronto's Rotman School of
6 Management, agrees that Ticketmaster's conduct has been inappropriate and unethical. With its near
7 monopoly on box-office tickets, Ticketmaster should not also be allowed to profit from the scalping
8 of those same tickets, he says. "Helping to create a secondary market where purchasers are duped
9 into paying higher prices and securing themselves a second commission should be illegal."³⁰

10 39. Reg Walker, a security consultant and expert on ticket scalping in the U.K., says that
11 Ticketmaster doesn't ask "the scalpers how or where they obtained the tickets as they already know
12 the answer. The lack of due diligence is appalling and demonstrates a singular contempt for genuine
13 music and sports fans who are unable to obtain tickets at face value due to industrial ticket harvesting
14 by scalpers."³¹

15 40. Indeed, on its own website, Ticketmaster refers to the activity of professional scalpers
16 as "unfair competition." But now it has been caught secretly permitting, facilitating, and actively
17 encouraging the sale of tickets by scalpers on the secondary market using its TradeDesk platform—
18 all for a second cut on those sales.³²

19
20
21 ²⁹ <https://www.mercurynews.com/2018/09/19/ticketmaster-schemes-with-scalpers-so-you-pay-more-report/>.

22 ³⁰ <https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535>.

23 ³¹ <https://www.thestar.com/news/investigations/2018/09/22/ticketmaster-facing-class-action-lawsuits-over-ticket-resales.html>.

24
25 ³² <https://www.ticketmaster.com/creditcardentry> ("Why is Credit Card Entry the only option for
26 some events, or some sections? When Credit Card Entry is the only option it's probably because the
27 tickets are in high demand, and the artist, team, or venue wants true fans like you to get the seats you
28 want at face value by eliminating unfair competition from professional scalpers. Without the ability
 to resell tickets at steep prices, scalpers have no reason to snatch them up when they go on sale using
 automated software, or 'bots.'").

1 **D. U.S. Senators Open an Inquiry Into Ticketmaster's Resale Program.**

2 41. On September 21, 2018, U.S. Senators Jerry Moran (R-Kan.) and Richard Blumenthal
3 (D-Conn.) sent a letter to Live Nation's CEO regarding the allegations that Ticketmaster "recruits
4 and employs professional ticket scalpers to circumvent the ticket purchasing limits on its own
5 primary ticket sales platform in an effort to expand its ticket resale division" and "utilizes a
6 professional reseller program called TradeDesk, which provides a web-based inventory for scalpers
7 to effectively purchase large quantities of tickets from Ticketmaster's primary ticket sales website
8 and resell these tickets for higher prices on its own resale platform." The letter referred to
9 allegations of "TradeDesk users moving up to several million tickets per year," such that the alleged
10 "harms to consumers made in this piece are serious and deserve immediate attention."³³

11 42. Given the Senators' "ongoing interest in protecting consumers from unfair and
12 deceptive practices" and concern that Ticketmaster may have violated the *Better Online Ticket Sales*
13 (*BOTS*) *Act of 2016*, they "seek clarification on the use of this program" and requested responses to
14 the following questions by October 5, 2018:

- 15
- 16 • Describe the event ticket purchasing limits that Ticketmaster currently employs for
17 sales on its primary ticket sales platform. Additionally, how does the company
18 identify computer programs used to circumvent these purchasing limits?
 - 19 • Do Ticketmaster's ticket purchasing limits and associated detection practices apply to
20 users of its online program, TradeDesk? If not, please explain.
 - 21 • What are the specific rules and processes of compliance for participating TradeDesk
22 users as it relates to ticket purchasing limits and other relevant consumer protection
23 priorities? Please share any documents and guidance materials that are provided to
24 TradeDesk users.
 - 25 • What role does Ticketmaster's Professional Reseller Handbook play in deterring its
26 resellers from engaging in illegal ticket purchasing activities?³⁴

27 43. Thus, Ticketmaster's scheme to partner up with scalpers in order to cash in twice on
28 ticket sales has even caught the attention of U.S. Senators, who are now requiring it to account.

33 <https://variety.com/2018/music/news/senators-question-ticketmaster-live-nation-on-alleged-scalper-collusion-1202956495/>.

34 *Id.*

1 secretly permitted, facilitated, and/or actively encouraged the sale of its tickets by scalpers on the
2 secondary market using its TradeDesk platform.

3 51. Plaintiff will fairly and adequately represent and protect the interests of the class.
4 Plaintiff is represented by counsel competent and experienced in both consumer protection and class
5 action litigation.

6 52. Class certification is appropriate because defendants have acted on grounds that apply
7 generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate
8 respecting the class as a whole.

9 53. Class certification is also appropriate because common questions of law and fact
10 substantially predominate over any questions that may affect only individual members of the class,
11 including, *inter alia*, the following:

- 12 a. whether defendants in fact permitted, facilitated, and/or
13 actively encouraged sales on the secondary market by scalpers
in return for a second cut on ticket sales;
- 14 b. whether such conduct violates the unlawful prong of section
15 17200;
- 16 c. whether such conduct violates the unfair prong of section
17 17200;
- 18 d. whether such conduct caused defendants' unjust enrichment at
19 class members' expense; and
- 20 e. whether restitution and/or injunctive relief should be provided
21 to class members as a result of defendants' wrongful conduct.

22 54. A class action is superior to other available methods for the fair and efficient
23 adjudication of this controversy, since joinder of all the individual class members is impracticable.
24 Furthermore, because the injury suffered by each individual class member may be relatively small,
25 the expense and burden of individual litigation would make it very difficult or impossible for
26 individual class members to redress the wrongs done to each of them individually and the burden
27 imposed on the judicial system would be enormous.

28 55. The prosecution of separate actions by the individual class members would create a
risk of inconsistent or varying adjudications, which would establish incompatible standards of

1 conduct for defendants. In contrast, the conduct of this action as a class action presents far fewer
2 management difficulties, conserves judicial resources and the parties' resources, and protects the
3 rights of each class member.

4 **VI. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

7 56. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

8 57. Plaintiff asserts this claim on behalf of the nationwide class. Application of
9 California law is appropriate given defendants' headquarters are in California and key decisions
10 regarding the TradeDesk platform and related business practices described herein were presumably
11 developed at their in-state headquarters, such that the unfair business practices described herein
12 emanated from California.

13 58. Cal. Bus. & Prof. Code § 17200 prohibits unlawful and unfair business acts and
14 practices. Defendants have engaged in unlawful and unfair business acts and practices in violation of
15 the UCL as a result of the wrongful conduct alleged herein.

16 59. Defendants have violated the unlawful prong of section 17200, because the acts and
17 practices set forth herein violate the *Better Online Ticket Sales (BOTS) Act of 2016*, 15 U.S.C.A. §
18 45c. The BOTS Act states in subsection (a) (1) that it shall be unlawful for any person:

19 (A) to circumvent a security measure, access control system, or
20 other technological control or measure on an Internet website or
21 online service that is used by the ticket issuer to enforce posted
22 event ticket purchasing limits or to maintain the integrity of posted
23 online ticket purchasing order rules; or

24 (B) to sell or offer to sell any event ticket in interstate commerce
25 obtained in violation of subparagraph (A) if the person selling or
26 offering to sell the ticket either--

- 1 (i) participated directly in or had the ability to control the
2 conduct in violation of subparagraph (A); or
3 (ii) knew or should have known that the event ticket was
4 acquired in violation of subparagraph (A).

5 Ticketmaster has violated these provisions by the conduct set forth herein.

6 60. The BOTS Act also states in subsection (b) that any “violation of subsection (a) shall
7 be treated as a violation of a rule defining an unfair or a deceptive act or practice under section
8 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).” For this reason,
9 Ticketmaster also violates the unfair prong of section 17200.

10 61. Defendants have also violated the unfair prong of section 17200, because the acts and
11 practices set forth herein offend established public policies supporting honesty and fair dealing in
12 consumer transactions, as well as the policy against the “circumvention of control measures used by
13 Internet ticket sellers to ensure equitable consumer access to tickets for any given event,” as set forth
14 in the BOTS Act. Defendants’ conduct as described herein is also unethical, oppressive,
15 unscrupulous and injurious to consumers. The harm that these acts and practices cause greatly
16 outweighs any benefits associated with them. And consumers could not have reasonably avoided the
17 harm because they did not know that Ticketmaster permitted, facilitated, and/or encouraged
18 professional resellers, or scalpers, to sell its tickets on Ticketmaster’s secondary market.

19 62. Plaintiff has suffered injury in fact, including loss of money, as a result of defendants’
20 unfair practices. Plaintiff and members of the class were directly and proximately injured by
21 defendants’ conduct and lost money as a result of defendants’ conduct, because they paid more for
22 Ticketmaster tickets on the secondary market and/or paid a cut that went to Ticketmaster after it
23 secretly permitted, facilitated, and/or actively encouraged the sale of its tickets by scalpers on the
24 secondary market using its TradeDesk platform.

25 63. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
26 conduct of defendants’ business. Defendants’ wrongful conduct is part of a general practice that is
27 still being perpetuated and repeated throughout the State of California and the nation.

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C. Enjoin defendants from continuing their unlawful conduct;

D. Award plaintiff and the class restitution of all monies paid to defendants as a result of their unlawful conduct;

E. Award plaintiff and the class reasonable attorneys' fees and costs; and

F. Award plaintiff and the class such other further and different relief as the nature of the case may require or as may be determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff, by counsel, requests a trial by jury for all claims so triable.

DATED: September 28, 2018

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*Counsel for Plaintiff, Austin Dickey,
individually and on behalf of all others
similarly situated*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AUSTIN DICKEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TICKETMASTER, LLC, a Virginia
Corporation; LIVE NATION
ENTERTAINMENT, INC., a Delaware
Corporation,

Defendants.

Case No. 18-cv-9052

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff AUSTIN DICKEY brings this action on behalf of herself and all others similarly situated against TICKETMASTER L.L.C. and LIVE NATION ENTERTAINMENT, INC. (collectively, "Defendants"). Plaintiff's general allegations against Defendants are based upon information and belief and upon investigation by counsel for Plaintiff. Allegations specifically pertaining to Plaintiff are based upon her personal knowledge.

I. INTRODUCTION

1. Defendant Live Nation Entertainment, Inc. ("Live Nation") is the largest live entertainment company in the world, boasting revenue of \$10.4 billion

1 in 2017, \$1.8 billion in cash, and \$3.2 billion in total assets as of December 31,
2 2017.¹ The CEO of Live Nation, Michael Rapino (“Rapino”), made \$70.6 million
3 in compensation during 2017.² Defendant Ticketmaster, Inc. (“Ticketmaster”) is a
4 wholly owned subsidiary of Live Nation and claims to be the world’s largest ticket
5 marketplace with more than 500 million annual ticket sales.³

6 2. Ticketmaster’s business model is premised on the myriad fees charged
7 on each ticket sold, including: (1) a facility charge; (2) a convenience charge; (3)
8 an order processing fee; (4) a ticket printing fee; and (5) a faculty fee. In total, the
9 additional fees charged by Ticketmaster are typically \$17.30 on a \$30 ticket.⁴ This
10 amounts to a 57% increase on the price of every ticket, the overwhelming majority
11 of which goes directly to Ticketmaster and/or Live Nation.

12 3. The CEO of Live Nation, Rapino, described the fees Ticketmaster
13 charges on each ticket as “not defensible” in internal emails the company fought
14 in court to keep secret.⁵

15 4. Ticketmaster provides a platform to sell tickets to at face value, plus
16 its various fees and charges, to the public (“primary ticket marketplace”).
17 Ticketmaster also provides platforms for those tickets to be resold, with additional
18 fees and charges, in what Ticketmaster deceptively describes as fan-to-fan
19 transactions (“secondary ticket marketplace”).

20 5. In many instances Ticketmaster also takes a percentage of the original
21 face value price “for its services” from the artists. It is a phenomenally profitable
22 business because all these fees are lawfully charged to Ticketmaster’s customers.

23
24 ¹<https://www.billboard.com/articles/business/8221386/live-nation-104-billion-record-revenue-2017-q4-earnings-drop-report>

25 ²<https://newrepublic.com/article/148419/ticket-monopoly-worse-ever-thanks-obama>

26 ³<https://business.ticketmaster.com/our-story/>

27 ⁴http://latimesblogs.latimes.com/music_blog/2010/08/ticketmaster-a-new-era-of-transperancy-or-smoke-mirrors-.html

28 ⁵*Id.*

1 6. In addition to the exorbitant lawful fees Ticketmaster charges for each
2 ticket sold, Defendants have concocted an elaborate and unlawful scheme to
3 dramatically increase their profits at the direct financial and emotional expense of
4 their customers.

5 7. In September 2018, the Toronto Star published a scathing exposé
6 based on undercover investigations by its reporters which revealed that
7 Ticketmaster is intentionally undermining its own business purpose in order to reap
8 huge profits reselling the same tickets on its secondary ticket market.

9 8. First, Ticketmaster enables professional ticket re-sellers (“scalpers” or
10 “ticket resellers”) to purchase large quantities of face value tickets before
11 individual fans can access those tickets, using fictitious accounts and/or bypassing
12 Ticketmaster’s per-person ticket purchasing limits. Then, in order to facilitate the
13 re-selling of its tickets by scalpers on its secondary ticket marketplace,
14 Ticketmaster created a web-based inventory-management system so those scalpers
15 can upload large quantities of tickets purchased from Ticketmaster and
16 immediately list them again for resale on Ticketmaster’s secondary marketplace
17 where Ticketmaster often profits even more than it did on the original sale. Next,
18 Ticketmaster created a multi-tiered scalper rewards program with financial
19 incentives to reach \$500,000 or \$1 million in annual sales, bonuses for increasing
20 year-to-year sales, and other financial incentives to violate California law and
21 unjustly enrich Ticketmaster. Lastly, Ticketmaster has established one of the
22 largest secondary ticket marketplaces in order to reap huge profits when the
23 scalpers it supplies, encourages, and incentivizes sell real fans event tickets at
24 enormous increases over the face value ticket price, plus all of Ticketmaster’s fees
25 on both the original primary ticket market purchase as well as the fees
26 Ticketmaster charges on the secondary ticket marketplace sales.

27 **II. PARTIES**

28 8. Plaintiff Austin Dickey is a resident of San Diego, California. Plaintiff

1 purchased tickets, originally sold by Ticketmaster, on the secondary market,
2 specifically at www.ticketmaster.com/verified.

3 9. Ticketmaster L.L.C., is a Virginia corporation headquartered in
4 Beverly Hills, California. Ticketmaster is the live-event ticket sales and
5 distribution subsidiary of Live Nation Entertainment, Inc.

6 10. Live Nation Entertainment, Inc., is a Delaware corporation
7 headquartered in Beverly Hills, California.

8 **III. JURISDICTION AND VENUE**

9 11. This Court has diversity jurisdiction over this action pursuant to 28
10 U.S.C. § 1332(d), because the amount in controversy for the Class exceeds
11 \$5,000,000, and the Class includes members who are citizens of a different state
12 than defendant.

13 12. This Court has personal jurisdiction over Defendants because their
14 principal places of business are located in California.

15 13. Venue is proper in this Court under 28 U.S.C. § 1391(b), because
16 Defendants sell tickets throughout the State of California, including in this judicial
17 district.

18 **IV. FACTUAL ALLEGATIONS**

19 14. The reselling of tickets is a \$5 billion industry in the United States.

20 15. Ticketmaster, the world's largest primary market ticket seller, is also
21 one of the biggest players in the secondary ticket marketplace.

22 16. Ticketmaster operates at least three secondary ticket marketplace
23 platforms: (1) Ticketmaster.com/verified; (2) Ticketexchangebyticketmaster.com;
24 and (3) Ticketsnow.com.

25 17. Ticketmaster has every financial incentive to sell tickets to people
26 who will resell those tickets on Ticketmaster's secondary exchange, as opposed to
27 selling each ticket one time to a fan who intends to use that ticket to experience a
28 concert of other live event.

1 18. Ticketmaster more than doubles its profits if the same ticket can be
2 sold twice; once from Ticketmaster on its primary ticket marketplace, with an
3 estimated 57% markup in fees, and again from Ticketmaster on its secondary
4 marketplace, where the markup is often higher.

5 19. For many events sold through Ticketmaster, the terms of purchase
6 limit resale to Ticketmaster's own resale exchanges.

7 20. Ticketmaster's primary ticket marketplace explicitly represents to its
8 customers and the public that it: (1) "specifically prohibits re-sellers from
9 purchasing tickets that exceed the posted ticket limit for an event;" and (2)
10 "prohibits the creation of fictitious user accounts for the purpose of circumventing
11 ticket limit detection in order to amass tickets intended for resale."

12 21. However, according to a recent Toronto Star and Canadian
13 Broadcasting Corporation investigation, Ticketmaster specifically aided resellers
14 purchasing tickets in excess of the posted ticket limit and facilitated the use of
15 fictitious user accounts for the purpose of circumventing ticket limit detection in
16 order to amass tickets intended for resale.⁶

17 22. Ticketmaster also created TradeDesk, a custom-designed and web-
18 based inventory management, and point-of-sale system "built expressly for
19 professional resellers" which allows scalpers to 'sync' hundreds of
20 Ticketmaster.com accounts and instantly upload purchased event seats onto
21 secondary ticket marketplace websites, including giving preferential treatment o
22 professional resellers who sell tickets on Ticketmaster's secondary ticket
23 marketplace platforms.⁷

24 ⁶[https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html)
25 [ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html);
26 [https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)
[recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

27 ⁷[https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html)
28 [Handbook-1-1.html](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html) ("Professional Reseller Handbook"), at 8.

1 23. Ticketmaster also created “Transfer” which is a TradeDesk feature
2 that lets scalpers move any verified Ticketmaster ticket from one account to
3 another.⁸

4 24. Upon information and belief, Ticketmaster provided automated
5 programs to professional ticket resellers designed to help purchase tickets from
6 Ticketmaster and immediately post those tickets to Ticketmaster’s own secondary
7 exchange for resale, evidencing Ticketmaster’s use of its overwhelming primary
8 ticket exchange market power to control the secondary ticket market as well.

9 25. Ticketmaster anti-competitive practices leverage its primary ticket
10 exchange power to manipulate the secondary ticket exchange by expediting the
11 issuance of final tickets with bar codes when tickets purchased on Ticketmaster’s
12 primary exchange are offered for resale on Ticketmaster’s secondary exchange,
13 and offering a significantly slower process when tickets are offered for resale on
14 any other exchange.

15 26. Upon information and belief, Ticketmaster also punishes professional
16 resellers who do not resell Ticketmaster’s tickets on Ticketmaster’s secondary
17 exchange. Ticketmaster is believed to selectively assert legal and contractual rights
18 and claims against resellers who do not use Ticketmaster’s reselling platforms in
19 order to gain control of the secondary ticket market.

20 27. In other words, Ticketmaster makes it extremely easy and efficient
21 for professional resellers to integrate hundreds of Ticketmaster accounts for
22 purchase and resale – but only if those resales are on Ticketmaster’s secondary
23 exchange. If a professional reseller buying tickets from Ticketmaster sells those
24 tickets on a non-Ticketmaster secondary exchange that reseller, upon information
25 and belief, is far more likely to have the ticket limit rules enforced. Ticketmaster’s
26 overwhelmingly dominant market share of the primary ticket exchange means that
27 a sanction or banishment from Ticketmaster is disastrous for any professional

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⁸*Id.*, p. 9.

1 reseller and this forces the reseller's interests to be directly in line with
2 Ticketmaster's interests. This selective enforcement is a powerful market
3 manipulating tool powered by Ticketmaster's market power.

4 28. Ticketmaster also incentivizes scalpers to purchase tickets in bulk
5 through a series of rewards program with financial incentives, including a
6 reduction in resell fees for \$500,000 or \$1 million in annual sales. There are also
7 bonuses for increasing year-to-year sales and other financial incentives. The
8 explicit representation to the public that Ticketmaster "prohibits re-sellers from
9 purchasing tickets that exceed the posted ticket limit for an event" is contrary to the
10 facts.

11 29. According to the Toronto Star investigation, Ticketmaster
12 representatives, unaware they were speaking to undercover reporters, admitted to
13 knowing that scalpers have "literally a couple hundred accounts" in order to buy in
14 bulk from Ticketmaster and that Ticketmaster was not concerned if professional re-
15 sellers are using automated software and fake identities to circumvent ticket-buying
16 limits.⁹

17 30. Ticketmaster representatives also admitted that its secondary ticket
18 marketplace platforms do not monitor or police users of its TradeDesk platform for
19 conduct in violations of Ticketmaster policies.¹⁰ Ticketmaster representatives
20 further admitted that Ticketmaster's primary and secondary ticket marketplace
21 platforms do not communicate regarding abuses of Ticketmaster's primary ticket
22 market platform which directly benefit Ticketmaster's secondary ticket
23 marketplace platform: "We don't share reports, we don't share names, we don't
24 share account information with the primary site. Period."¹¹

25 31. In other words, Ticketmaster knows that scalpers with hundreds of

26 ⁹[https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-
27 recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

28 ¹⁰*Id.*

¹¹*Id.*

1 ticket buying accounts – for the sole purpose of violating its policies – are using
2 unlawful means to buy face value tickets from Ticketmaster and then using
3 Ticketmaster’s TradeDesk and Transfer tools to instantly re-sell those tickets on
4 Ticketmaster’s secondary ticket marketplace platforms at huge price increases to
5 fans who did not use unlawful means and, thus, could not gain access to
6 Ticketmaster’s original face value primary ticket market. Ticketmaster,
7 meanwhile, is unlawfully profiting from both the primary and secondary ticket
8 marketplace sales.

9 32. On September 21, 2018, U.S. Senators Jerry Moran (R-Kan.) and
10 Richard Blumenthal (D-Conn.) sent a letter to Live Nation’s CEO regarding
11 numerous allegations. Specifically, the Senators’ letter to Ticketmaster referenced
12 reports that Ticketmaster:

13 recruits and employs professional ticket scalpers to circumvent the
14 ticket purchasing limits on its own primary ticket sales platform
15 in an effort to expand its ticket resale division and utilizes a
16 professional reseller program called TradeDesk, which provides a
17 web-based inventory for scalpers to effectively purchase large
18 quantities of tickets from Ticketmaster’s primary ticket sales
19 website and resell these tickets for higher prices on its own resale
20 platform.

21 33. The Senators’ letter referred to allegations of “TradeDesk
22 users moving up to several million tickets per year,” such that the alleged
23 “harms to consumers made in this piece are serious and deserve immediate
24 attention.

25 34. Based on the Senators’ “ongoing interest in protecting
26 consumers from unfair and deceptive practices” and concern that
27 Ticketmaster may have violated the *Better Online Ticket Sales (BOTS) Act*
28 *of 2016*, they requested responses to the following questions:

- a. Describe the event ticket purchasing limits that Ticketmaster currently employs for sales on its primary ticket sales platform.

1 Additionally, how does the company identify computer
2 programs used to circumvent these purchasing limits?

3 b. Do Ticketmaster's ticket purchasing limits and associated
4 detection practices apply to users of its online program,
5 TradeDesk? If not, please explain.

6 c. What are the specific rules and processes of compliance for
7 participating TradeDesk users as it relates to ticket purchasing
8 limits and other relevant consumer protection priorities? Please
9 share any documents and guidance materials that are provided
10 to TradeDesk users.

11 d. What role does Ticketmaster's Professional Reseller Handbook
12 play in deterring its resellers from engaging in illegal ticket
13 purchasing activities?

14 35. By coordinating with professional reseller and leveraging its
15 domination of the Relevant Markets, Ticketmaster: (1) suppresses and prevents
16 competition from other participants in the secondary ticket marketplace; (2)
17 artificially manipulates supply and demand; (3) leverages its position in the
18 primary market to extend itself into the secondary ticket marketplace; and (4)
19 increases the prices of tickets for consumers on a massive scale.

20 36. This conduct unreasonably restrains trade in the market for tickets by
21 artificially removing tickets from the primary market for sale at higher prices on
22 the secondary market, thus denying consumers' access to tickets in the primary
23 market and requiring their purchase at inflated prices in the secondary market.

24 37. By engaging in this anticompetitive conduct, Ticketmaster has
25 generated billions of dollars of revenue for itself at the expense of consumers.
26 Ticketmaster protects this revenue and its anticompetitive position by selectively
27 enforcing its prohibition on automated technologies and fake accounts against
28 resellers who do not participate in its scheme and who sell tickets on secondary
 exchanges not controlled by Ticketmaster.

1 38. Ticketmaster also uses its monopoly power in the primary ticket
2 market to improperly exclude competition in the secondary market by entering
3 onto contracts with ticket suppliers and venues that require purchasers in the
4 primary market to use only Ticketmaster exchanges for resale.

5 39. Plaintiff has been injured and has lost money and property as a result
6 of Ticketmaster's practices, and brings his claim for public injunctive relief to
7 prevent further harm to the public at large, which continues suffer harm as a result
8 of Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and
9 permanent injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which
10 threaten future deception of, and injury to, the public.

11 40. To the extent that Ticketmaster asserts that any waiver of class action
12 claims and/or enforcement of arbitration clause(s) are applicable to the allegations
13 contained in this Complaint, Plaintiff will show that such provisions should not be
14 enforceable upon Plaintiff as a result of Ticketmaster's non-compliance with its
15 own Terms of Use and/or are void as against public policy as a result of
16 Ticketmaster's fraudulent and/or or deceptive business practices to the detriment of
17 consumers and the public.

18 41. Plaintiff's claims are timely and facts indicating that Ticketmaster
19 was engaging in the misconduct alleged herein were actively concealed by
20 Ticketmaster.

21 42. Plaintiff, on behalf of herself and a nationwide Class, seeks
22 restitution, attorneys' fees, and costs of suit.

23 **V. RELEVANT MARKETS**

24 43. The following markets are relevant to this case:

- 25 a. All tickets to concerts and other live events throughout the United
26 States;
- 27 b. The narrower market for the resale of those tickets throughout the
28 United States.

1
2 44. The markets for all tickets to concerts and other live events and the
3 narrower market of all resale tickets are collectively referred to as the “Relevant
4 Markets.”

5 **VI. CLASS ACTION ALLEGATIONS**

6 45. Under Rule 23 of the Federal Rules of Civil Procedure, plaintiff
7 seeks certification of a class (“Class”) defined as follows:

8 All end-user purchasers in the United States who purchased tickets
9 off a secondary ticket exchange wherein the tickets were first
10 offered on Ticketmaster.com within the past three years from
11 September 26, 2015 through September 26, 2018.

12 46. Excluded from the Class are Defendants; the officers, directors
13 or employees of Defendants; any entity in which any Defendant has a
14 controlling interest; and any affiliate, legal representative, heir or assign of
15 Defendants. Also, excluded from the Class are any federal, state or local
16 governmental entities, any judicial officer presiding over this action and the
17 members of his/her immediate family and judicial staff, and any juror
18 assigned to this action.

19 47. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so
20 numerous that joinder of all members is unfeasible and not practicable. The
21 exact number of Class members is not known to Plaintiff at the present
22 time. However, based on the nature of the trade and commerce involved,
23 there appear to be hundreds of thousands if not millions of Class members
24 such that joinder of all Class members is impracticable.

25 48. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are
26 questions of law and fact common to the Class, which predominate over any
27 questions affecting only individual Class members. These common
28 questions of law and fact include, without limitation:

- 1 a. Whether Defendants permitted, facilitated, incentivized
- 2 and/or encouraged the violations of its policies to increase
- 3 resales on its secondary exchange causing Plaintiff and the
- 4 class to pay artificially inflated prices;
- 5 b. Whether such conduct violates the unlawful prong of
- 6 section 17200;
- 7 c. Whether such conduct violates the unfair prong of section
- 8 17200;
- 9 d. Whether such conduct caused Defendants' unjust
- 10 enrichment Class members' expense; and
- 11 e. Whether restitution and/or injunctive relief should be
- 12 provided to Class members as a result of Defendants'
- 13 wrongful conduct.

14 49. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff asserts claims
15 that are typical of the Class. Plaintiff and all Class members have been
16 subjected to the same wrongful conduct because they all have purchased
17 and paid more for Ticketmaster tickets on the secondary market after
18 Ticketmaster secretly permitted, facilitated, and/or actively encouraged the
19 violation of its policies and the sale of its tickets by scalpers on the
20 secondary market using its TradeDesk platform.

21 50. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).
22 Plaintiff will fairly and adequately represent and protect the interests of the
23 Class. Plaintiff is represented by counsel competent and experienced in both
24 consumer protection and class action litigation.

25 51. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class
26 action is superior to other available methods for the fair and efficient
27 adjudication of this controversy since joinder of all the members of the
28 Class is impracticable. Furthermore, the adjudication of this controversy

1 and related business practices described herein were presumably developed at their
2 in-state headquarters, such that the unfair business practices described herein
3 emanated from California.

4 57. Cal. Bus. & Prof. Code § 17200 prohibits unlawful and unfair
5 business acts and practices. Defendants have engaged in unlawful and unfair
6 business acts and practices in violation of the UCL as a result of the wrongful
7 conduct alleged herein.

8 58. Defendants have violated the unlawful prong of section 17200,
9 because the acts and practices set forth herein violate the *Better Online Ticket Sales*
10 (*BOTS*) Act of 2016, 15 U.S.C.A. §45c. The BOTS Act states in subsection (a) (1)
11 that it shall be unlawful for any person:

12 (A) to circumvent a security measure, access control system, or
13 other technological control or measure on an Internet website or
14 online service that is used by the ticket issuer to enforce posted
15 event ticket purchasing limits or to maintain the integrity of
16 posted online ticket purchasing order rules; or

17 (B) to sell or offer to sell any event ticket in interstate commerce
18 obtained in violation of subparagraph (A) if the person selling or
19 offering to sell the ticket either--

20 (i) participated directly in or had the ability to control the
21 conduct in violation of subparagraph (A); or

22 (ii) knew or should have known that the event ticket was
23 acquired in violation of subparagraph (A).

24 59. The BOTS Act also states in subsection (b) that any “violation of
25 subsection (a) shall be treated as a violation of a rule defining an unfair or a
26 deceptive act or practice under section 18 (a)(1)(B) of the Federal Trade
27 Commission Act (15 U.S.C. 57a(a)(1)(B)).” For this reason, Defendants also
28 violate the unfair prong of section 17200.

1 60. Defendants have violated the unfair prong of section 17200, because
2 the acts and practices set forth herein offend established public policies supporting
3 honesty and fair dealing in consumer transactions, as well as the policy against the
4 “circumvention of control measures used by Internet ticket sellers to ensure
5 equitable consumer access to tickets for any given event,” as set forth in the BOTS
6 Act. Defendants’ conduct as described herein is also unethical, oppressive,
7 unscrupulous and injurious to consumers. The harm that these acts and practices
8 cause greatly outweighs any benefits associated with them. And consumers could
9 not have reasonably avoided the harm because they did not know that Ticketmaster
10 permitted, facilitated, and/or encouraged professional resellers, or scalpers, to
11 violate its policies and sell its tickets on Ticketmaster’s secondary market.

12 61. Plaintiff has suffered injury in fact, including loss of money, as a
13 result of Defendants’ unfair practices. Plaintiff and members of the Class were
14 directly and proximately injured by Defendants’ conduct and lost money as a result
15 of Defendants’ conduct, because they paid more for Ticketmaster tickets on the
16 secondary market and/or paid a cut that went to Ticketmaster after it secretly
17 permitted, facilitated, incentivized and/or actively encouraged the sale of its tickets
18 by professional resellers on the secondary market using its TradeDesk platform.

19 62. All of the wrongful conduct alleged herein occurred, and continues to
20 occur, in the conduct of Defendants’ business. Defendants’ wrongful conduct is
21 part of a general practice that is still being perpetuated and repeated throughout the
22 State of California and the nation.

23 63. Plaintiff requests that this Court enter such orders or judgments as
24 may be necessary to enjoin Defendants from continuing their unfair business
25 practices, to restore to Plaintiff and members of the Class the money that
26 Defendants acquired from them by this unfair competition, and to provide such
27 other relief as set forth below.

28 64. Plaintiff requests an award of attorneys’ fees under Cal. Civ. Proc.

1 Code § 1021.5 for the benefit conferred upon the general public by any injunctive
2 or other relief entered herein.

3 **SECOND CAUSE OF ACTION**

4 **Violation of the California False Advertising Act**

5 **Business & Professions Code Section 17500, *et seq.***

6 65. Plaintiff re-alleges and incorporates by reference all paragraphs
7 alleged herein.

8 66. Plaintiff asserts this claim on behalf of herself and the nationwide
9 Class.

10 67. Through its marketing and advertising campaign, Defendants offered
11 their services as both a primary ticket marketplace and secondary ticket
12 marketplace platform for concerts and other live events throughout the United
13 States, including California.

14 68. Defendants engaged in unfair, deceptive, untrue or misleading
15 advertising related to their services as a primary ticket marketplace and as a
16 secondary ticket marketplace platform.

17 69. Defendants disseminated or caused to be disseminated materially
18 untrue and misleading advertising and/or marketing statements with the intent to
19 either directly or indirectly induce members of the public, including Plaintiff and
20 Class members, to purchase tickets to concerts and other live events through
21 Ticketmaster's primary ticket marketplace and secondary ticket marketplace,
22 including, but not limited to, the facts that it specifically prohibits re-sellers from
23 purchasing tickets that exceed the posted ticket limit for an event and prohibits the
24 creation of fictitious user accounts for the purpose of circumventing ticket limit
25 detection in order to amass tickets intended for resale, when in fact Defendants
26 engage in affirmative conduct to allow, facilitate, and encourage scalpers to violate
27 these policies and prevent consumers from receiving the alleged benefits.

28 70. Defendants disseminated or caused to be disseminated advertising

1 and/or marketing which omitted material information at the time of sale, including,
2 but not limited to, the following:

- 3 a. Defendants allow, facilitate, and encourage scalpers to purchase
4 tickets that exceed the posted ticket limit for an event;
- 5 b. Defendants allow, facilitate, and encourage scalpers to create
6 fictitious user accounts for the purpose of circumventing ticket
7 limit detection in order to amass tickets intended for resale;
- 8 c. Defendants created the a custom-designed and web-based,
9 inventory management, sales and full point-of-sale system built
10 expressly for professional resellers which allows scalpers to ‘sync’
11 hundreds of Ticketmaster.com accounts and instantly upload
12 purchased event seats onto secondary ticket marketplace websites,
13 including Ticketmaster’s secondary ticket marketplace platforms;
- 14 d. Defendants created an online tool that lets scalpers move any
15 verified Ticketmaster ticket from one account to another in order to
16 facilitate, and encourage scalpers to create fictitious user accounts
17 for the purpose of circumventing ticket limit detection in order to
18 amass tickets intended for resale
- 19 e. Defendants incentivized scalpers to purchase tickets in bulk
20 through a series of rewards program with financial incentives;
- 21 f. Defendants selectively enforced its rules and policies in an effort to
22 control and manipulate the secondary ticket marketplace; and
- 23 g. Defendants profited from both the primary ticket market sales and
24 the secondary ticket marketplace Sales on its platforms.

25 71. The misrepresentations and concealed or undisclosed facts are
26 material. A reasonable person would have considered them to be important in
27 deciding whether to purchase tickets to concerts and other live events from
28 Defendants.

72. When Defendants disseminated the misleading statements and
material omissions described above, they knew, or by exercise of reasonable care

1 should have known, that their statements were untrue and misleading in violation
2 of the Fair Advertising Law, California Business & Professional Code Section
3 17500 *et seq.*

4 73. Plaintiff, on behalf of herself and all others similarly situated,
5 demands judgment against Defendants for restitution, disgorgement, injunctive
6 relief, relief, and all other relief afforded under Business & Professions Code
7 section 17500, plus interest, attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **Per Se Violation of Section 1 of the Sherman Act**

10 **15 U.S.C. § 1**

11 74. Plaintiff realleges and incorporates by reference all paragraphs alleged
12 herein.

13 75. As alleged herein, Ticketmaster by and through its officers, directors,
14 employees, or representatives, entered into and engaged in an unlawful contract,
15 combination, and conspiracy in restraint of trade and commerce and to affect the
16 price of articles in trade, and acted in a combination of capital, skills, and/or acts to
17 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

18 76. Plaintiff and the members of the Class are proper entities to bring a
19 case concerning this conduct.

20 77. Ticketmaster's conduct as alleged herein unreasonably restrains trade
21 and inflates prices in one or more of the relevant markets in violation of the
22 Sherman Act.

23 78. Defendants anticompetitive conduct includes, but is not limited to:
24 (1) using monopoly power in the primary ticket market to improperly exclude
25 competition in the secondary market by entering onto contracts with ticket
26 suppliers and venues that require purchasers in the primary market to use only
27 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on
28 automated technologies and fictitious accounts against resellers who do not

1 participate in its scheme and who sell tickets on secondary exchanges not
2 controlled by Ticketmaster.

3 79. Plaintiff and the Class have suffered antitrust injury as a result of
4 Ticketmaster's unlawful acts as herein alleged..

5 80. Ticketmaster's activities as alleged herein are per se violations of the
6 Sherman Act.

7 81. Plaintiff seeks damages according to proof, which damages shall be
8 automatically trebled pursuant to the Sherman Act.

9 82. Plaintiff seeks an injunction against further wrongful acts of
10 Defendants pursuant to the Sherman Act.

11 83. Plaintiff is automatically entitled to reasonable attorney's fees
12 pursuant to the Sherman Act.

13 84. Plaintiff is automatically entitled to his costs of suit pursuant to the
14 Sherman Act.

15 **FOURTH CAUSE OF ACTION**

16 **Violation of Section 1 of the Sherman Act Under the Rule of Reason**

17 **15 U.S.C. § 1**

18 85. Plaintiff realleges and incorporates by reference all paragraphs alleged
19 herein.

20 86. As alleged herein, Ticketmaster by and through its officers, directors,
21 employees, or representatives, entered into and engaged in an unlawful contract,
22 combination, and conspiracy in restraint of trade and commerce and to affect the
23 price of articles in trade, and acted in a combination of capital, skills, and/or acts to
24 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

25 87. Plaintiff and the members of the Class are proper entities to bring a
26 case concerning this conduct.

27 88. Ticketmaster's conduct as alleged herein unreasonably restrains trade
28 and inflates prices in one or more of the relevant markets in violation of the

1 Sherman Act.

2 89. Defendants anticompetitive conduct includes, but is not limited to: (1)
3 using monopoly power in the primary ticket market to improperly exclude
4 competition in the secondary market by entering onto contracts with ticket
5 suppliers and venues that require purchasers in the primary market to use only
6 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on
7 automated technologies and fake accounts against resellers who do not participate
8 in its scheme and who sell tickets on secondary exchanges not controlled by
9 Ticketmaster.

10 90. Plaintiff and the Class have suffered antitrust injury as a result of
11 Ticketmaster's unlawful acts as herein alleged.

12 91. Ticketmaster's activities as alleged herein are violations of the
13 Sherman Act, under the rule of reason.

14 92. Plaintiff seeks damages according to proof, which damages shall be
15 automatically trebled pursuant to the Sherman Act.

16 93. Plaintiff seeks an injunction against further wrongful acts of
17 Defendants pursuant to the Sherman Act.

18 94. Plaintiff is automatically entitled to reasonable attorney's fees
19 pursuant to the Sherman Act.

20 95. Plaintiff is automatically entitled to his costs of suit pursuant to the
21 Sherman Act.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of Section 2 of the Sherman Act: Unlawful Monopolization**

24 **15 U.S.C. § 2**

25 96. Plaintiff realleges and incorporates by reference all paragraphs alleged
26 herein.

27 97. Through the conduct described herein, Ticketmaster has willfully
28 acquired and maintained monopoly power in the Relevant Markets.

1 98. Defendants' conduct constitutes the intentional and unlawful
2 maintenance of monopoly power in each of the Relevant Markets, in violation of
3 Section 2 of the Sherman Act, 15 U.S.C. § 2.

4 99. For the purpose of maintaining its monopoly power, Defendants
5 committed numerous acts, including, but not limited to:

- 6
- 7 a. Using its monopoly power in the Relevant Markets to exclude
8 competition in the secondary market by entering onto contracts
9 with ticket suppliers and venues that require purchasers in the
10 primary market to use only Ticketmaster exchanges for resale; and
 - 11 b. Selectively enforcing its prohibition on automated technologies
12 and fictitious accounts against resellers who do not participate in
13 its scheme and who sell tickets on secondary exchanges not
14 controlled by Ticketmaster.

15 100. Defendants have excluded competitors from the Relevant Markets and
16 have deprived consumers of the benefits of competition among suppliers of tickets
17 to concerts and other live events.

18 101. Defendants do not have a legitimate business purpose for any of its
19 anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light
20 of the obvious competitive circumstances and associated marketplace conduct
21 inconsistent with any such benefit.

22 102. Defendants' conduct does not result in any greater ability to reduce
23 costs to customers that could result in reduced prices, higher quality, or greater
24 availability to customers. Neither does Defendants' conduct reduce barriers to
25 other vendors' entry, or otherwise result in greater competition in the Relevant
26 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in
27 competition, and that benefit inures only to Defendants' advantage, not to that of
28 customers or competition on the merits.

1 103. Defendants' unlawful monopolization has injured competition in the
2 Relevant Markets, suppressed sales of its competitors.

3 104. Defendants' overall course of conduct has and will continue to, inter
4 alia, maintain supra-competitive prices to customers in the Relevant Markets.

5 **SIXTH CAUSE OF ACTION**

6 **Violation of Section 2 of the Sherman Act: Attempted Monopolization**

7 **16 U.S.C. § 2**

8 105. Plaintiff realleges and incorporates by reference all paragraphs alleged
9 herein.

10 106. Through the conduct described herein, Ticketmaster has willfully
11 attempted to acquire and maintain monopoly power in the Relevant Markets.

12 107. Defendants' conduct constitutes the intentional and unlawful attempt
13 to secured and maintain monopoly power in the Relevant Markets, in violation of
14 Section 2 of the Sherman Act, 15 U.S.C. § 2.

15 108. For the purpose of maintaining its monopoly power, Defendants
16 committed numerous acts, including, but not limited to:

17
18 a. Using its monopoly power in the primary ticket market to exclude
19 competition in the secondary market by entering onto contracts
20 with ticket suppliers and venues that require purchasers in the
primary market to use only Ticketmaster exchanges for resale; and

21 b. Selectively enforcing its prohibition on automated technologies
22 and fictitious accounts against resellers who do not participate in
23 its scheme and who sell tickets on secondary exchanges not
controlled by Ticketmaster.

24 109. Defendants have attempted to exclude competitors from the Relevant
25 Markets and have tried to deprive consumers of the benefits of competition among
26 suppliers of tickets to concerts and other live events.

27 110. Defendants do not have a legitimate business purpose for any of its
28 anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light

1 of the obvious competitive circumstances and associated marketplace conduct
2 inconsistent with any such benefit.

3 111. Defendants' conduct does not result in any greater ability to reduce
4 costs to customers that could result in reduced prices, higher quality, or greater
5 availability to customers. Neither does Defendants' conduct reduce barriers to
6 other vendors' entry, or otherwise result in greater competition in the Relevant
7 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in
8 competition, and that benefit inures only to Defendants' advantage, not to that of
9 customers or competition on the merits.

10 112. Throughout the time Defendants engaged in this exclusionary
11 conduct, it had a dangerous probability of succeeding in gaining a monopoly in and
12 controlling each of the Relevant Markets and excluding its competitors.

13 113. Defendants' unlawful attempts to destroy competition in the Relevant
14 Markets, suppressed sales of its competitors.

15 114. Defendants' overall course of conduct has and will continue to, inter
16 alia, maintain supra-competitive prices to customers in each of the Relevant
17 Markets.

18 **SEVENTH CAUSE OF ACTION**

19 **Per Se Violation of the Cartwright Act**

20 **California Business & Professions Code § 16720**

21 115. Plaintiff realleges and incorporates by reference all paragraphs alleged
22 herein.

23 116. As alleged herein, Ticketmaster by and through its officers, directors,
24 employees, agents, or representatives, entered into and engaged in an unlawful
25 contract, combination, and conspiracy in restraint of trade and commerce and to
26 affect the price of articles in trade, and acted in a combination of capital, skills,
27 and/ or acts to increase the price of merchandise, in violation of the Cartwright
28 Act, California Business and Professions Code § 16720.

1 117. Plaintiff and the members of the Class are proper entities to bring a
2 case concerning this conduct.

3 118. Ticketmaster's activities as alleged herein are per se violations of the
4 Cartwright Act, California Business and Professions Code § 16720.

5 119. Plaintiff and the Class have suffered antitrust injury and have been
6 injured in their business and property as a result of Ticketmaster's unlawful acts as
7 herein alleged.

8 120. Plaintiff seeks damages according to proof, which damages shall be
9 automatically trebled pursuant to the Cartwright Act, California Business and
10 Professions Code § 16750(a).

11 121. Plaintiff seeks an injunction against further wrongful acts of
12 Ticketmaster pursuant to the Cartwright Act, California Business and Professions
13 Code § 16750(a).

14 122. Plaintiff is automatically entitled to reasonable attorney's fees
15 pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 123. Plaintiff is automatically entitled to his costs of suit pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 **EIGHTH CAUSE OF ACTION**

20 **Violation of the Cartwright Act Under the Rule of Reason**

21 **California Business & Professions Code § 16720**

22 124. Plaintiff realleges and incorporates by reference all paragraphs alleged
23 herein.

24 125. As alleged herein, Ticketmaster by and through its officers, directors,
25 employees, agents, or representatives, entered into and engaged in an unlawful
26 contract, combination, and conspiracy in restraint of trade and commerce and to
27 affect the price of articles in trade, and acted in a combination of capital, skills,
28 and/or acts to increase the price of merchandise, in violation of the Cartwright Act,

1 California Business and Professions Code § 16720.

2 126. Plaintiff and the members of the Class are proper entities to bring a
3 case concerning this conduct.

4 127. Ticketmaster's conduct as alleged herein unreasonably restrains trade
5 and inflates prices in one or more of the relevant markets in violation of the
6 Cartwright Act, California Business and Professions Code § 16720.

7 128. Plaintiff and the Class have suffered antitrust injury as a result of
8 Ticketmaster's unlawful acts as herein alleged.

9 129. Plaintiff seeks damages according to proof, which damages shall be
10 automatically trebled pursuant to the Cartwright Act, California Business and
11 Professions Code § 16750(a).

12 130. Plaintiff seeks an injunction against further wrongful acts of
13 Ticketmaster pursuant to the Cartwright Act, California Business and Professions
14 Code § 16750(a).

15 131. Plaintiff is automatically entitled to reasonable attorney's fees
16 pursuant to the Cartwright Act, California Business and Professions Code §
17 16750(a).

18 132. Plaintiff is automatically entitled to his costs of suit pursuant to the
19 Cartwright Act, California Business and Professions Code § 16750(a).

20 **NINTH CAUSE OF ACTION**

21 **Violation of the California Consumer Legal Remedies Act**

22 **California Civil Code Section 1750, *et seq.***

23 133. Plaintiff alleges and incorporates by reference all paragraphs alleged
24 herein.

25 134. Plaintiff brings this cause of action on behalf of herself and on behalf
26 of the Class members.

27 135. Plaintiff has standing to pursue this claim because she suffered injury
28 in fact and lost money as a result of Defendants' actions. Specifically, Plaintiff

1 paid for live events ticket(s) for her own personal use. In doing so, she believed
2 and relied upon the statements made by Defendants, including statements that
3 Defendants specifically prohibits re-sellers from purchasing tickets that exceed the
4 posted ticket limit for an event and prohibits the creation of fictitious user accounts
5 for the purpose of circumventing ticket limit detection in order to amass tickets
6 intended for resale.

7 136. The California Consumer Legal Remedies Act (“CLRA”) has
8 adopted a comprehensive statutory scheme prohibiting various deceptive practices
9 in connection with the conduct of a business providing goods, property, or services
10 to consumers primarily for personal, family, or household purposes.

11 137. Defendants engaged in unfair methods of competition and unfair or
12 deceptive acts or practices in a transaction with Plaintiff that resulted in the sale of
13 tickets to Plaintiff and Plaintiff was harmed by Defendants’ conduct.

14 138. The transaction, policies, acts and practices engaged in by Defendants
15 and alleged herein were intended to and did result in the sale of tickets to Plaintiff
16 and Class members and violated the CLRA.

17 139. Defendants engaged in deceptive practices, in violation of CLRA,
18 that were designed to induce Plaintiff and Class members to purchase the tickets to
19 concerts and other live events.

20 140. Defendants’ unfair or deceptive acts or practices occurred repeatedly
21 in Defendants’ trade or business.

22 141. In engaging in the foregoing unfair or deceptive conduct, Defendant
23 misrepresented, concealed or failed to disclose to Plaintiff and Class members
24 material facts about the tickets purchased that a reasonable person would have
25 considered important in deciding whether to purchase or pay less for the tickets.

26 142. Plaintiff and class members suffered injury in fact and/or actual
27 damages as a direct result of Defendants’ misleading marketing campaign and/or
28 concealment of material facts in violation of the CLRA.

1 143. To this day, Defendants continue to violate the CLRA by making
2 misrepresentations and concealing material facts relating to the tickets and both the
3 primary ticket exchange and secondary ticket exchange.

4 144. As a result of the foregoing, Plaintiff and class members have had
5 their legal rights infringed upon and have suffered irreparable harm, entitling them
6 to injunctive relief.

7 145. Plaintiff seeks injunctive relief only for this violation of the CLRA,
8 but reserves its right to amend this complaint to include allegations for the recovery
9 of damages under the CLRA.

10 146. Plaintiff has made a demand in satisfaction of California Civil Code
11 Section 1750, *et seq.* and may amend this Complaint to assert claims under the
12 CLRA once the required notice period has elapsed.

13 147. In compliance with Cal. Civ. Code 1782(d), Plaintiff has executed the
14 affidavit of venue attached hereto and filed concurrently herewith.

15 **TENTH CAUSE OF ACTION**

16 **Violation of Common Law of Unjust Enrichment**

17 148. Plaintiff realleges and incorporates by reference all paragraphs
18 alleged herein.

19 149. Plaintiff asserts this claim on behalf of herself and the nationwide
20 Class.

21 150. Application of California law is appropriate given Defendants'
22 headquarters are in California and key decisions regarding the TradeDesk platform
23 and related business practices described herein were presumably developed at their
24 in-state headquarters, such that the wrongful conduct described herein emanated
25 from California.

26 151. As alleged herein, fewer tickets are available on the primary ticket
27 market because of Defendants' conduct, including, but not limited to: (1) allowing
28 scalpers to purchase tickets in bulk and/or in violation of Ticketmaster policies

1 from Ticketmaster's primary market; (2) facilitating the scalpers' schemes by
2 creating systems like TradeDesk and Event Inventory; and (3) encouraging scalpers
3 to do so with professional resale rewards programs.

4 152. Tickets are typically sold on the secondary market at a significant
5 price increase over the price on the primary ticket market. Consumers purchasing
6 on the secondary ticket marketplace pay the face value of the ticket, plus all
7 Ticketmaster's original fees, plus the professional resellers profit margin, plus all
8 the additional fees charged by Defendants on Ticketmaster's secondary ticket
9 marketplace.

10 153. Defendants have benefitted and been enriched by their wrongful
11 conduct. To the detriment of plaintiff and Class members, Defendants have and
12 continue to be unjustly enriched as a result of the wrongful conduct alleged herein.
13 Between the parties, it would be unjust for Defendants to retain the benefits
14 attained by its wrongful actions.

15 154. Defendants have generated substantial revenue from the inequitable
16 conduct described herein. Defendants have knowledge and appreciation of this
17 benefit, which was conferred upon it by and at the expense of Plaintiff and the
18 other Class members. Defendants have voluntarily accepted and retained this
19 benefit.

20 155. Defendants should return to Plaintiff and Class members these ill-
21 gotten gains resulting from their wrongful conduct alleged herein.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, plaintiff, individually and on behalf of all others similarly
25 situated, respectfully requests that this Court enter a judgment against defendant
26 and in favor of plaintiff and Class members, and grant the following relief:

27
28 a. Determine that this action may be maintained as a class action with

- 1 · respect to the Class identified herein and certify it as such under Rules
- 2 23(b)(2) and/or 23(b)(3), or alternatively certify all issues and claims that
- 3 are appropriately certified, and designate and appoint Plaintiff as Class
- 4 representative and her counsel as Class counsel;
- 5 b. Declare, adjudge, and decree the conduct of Defendants as alleged herein
- 6 to be in violation of Cal. Bus. & Prof. Code § 17200 and the common law
- 7 of unjust enrichment;
- 8 c. Enjoin Defendants from continuing their unlawful conduct;
- 9 d. Award Plaintiff and the Class restitution of all monies paid to Defendants
- 10 as a result of their unlawful conduct;
- 11 e. Award plaintiff and the Class reasonable attorneys' fees and costs; and
- 12 f. Award Plaintiff and the Class such other further and different relief as the
- 13 nature of the case may require or as may be determined to be just,
- 14 equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff, by counsel, requests a trial by jury for all claims so triable.

Date: October 19, 2018

AHDOOT & WOLFSON, PC

s/ Alex R. Straus

Alex R. Straus

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CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself) DEFENDANTS (Check box if you are representing yourself)
AUSTIN DICKEY, individually and on behalf of all others similarly situated
TICKETMASTER, LLC, a Virginia Corporation; LIVE NATION ENTERTAINMENT, INC., a Delaware Corporation
(b) County of Residence of First Listed Plaintiff San Diego, CA County of Residence of First Listed Defendant Los Angeles, CA
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
1. U.S. Government Plaintiff 3. Federal Question (U.S. Government Not a Party)
2. U.S. Government Defendant 4. Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in this State Incorporated and Principal Place of Business in Another State Foreign Nation

IV. ORIGIN (Place an X in one box only.)
1. Original Proceeding 2. Removed from State Court 3. Remanded from Appellate Court 4. Reinstated or Reopened 5. Transferred from Another District (Specify) 6. Multidistrict Litigation - Transfer 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: [X] Yes [] No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: [X] Yes [] No MONEY DEMANDED IN COMPLAINT: \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. § 1332(d)(2)(A) - Nationwide class action for violations of Cal. Bus. & Prof. Code §§ 17200 et seq. and common law of unjust enrichment.

VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY CONL, IMMIGRATION, PRISONER/PETITIONS, PROPERTY RIGHTS. Includes sub-sections like TORTS, PERSONAL INJURY, BANKRUPTCY, CIVIL RIGHTS, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS.

CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CAGD IS
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
<input type="checkbox"/> Riverside or San Bernardino		Eastern	

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants? Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.) Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	A Orange County	B Riverside or San Bernardino County	C Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
---	---

QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CAGD Western Division
--	--

QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): /s/ Alex R. Straus DATE: 10/19/2018

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

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*Attorneys for Plaintiff Austin Dickey
and the Putative Class*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AUSTIN DICKEY, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

TICKETMASTER, LLC, a Virginia
Corporation;

LIVE NATION ENTERTAINMENT, INC.,
a Delaware Corporation,

Defendant.

Case No. 18-cv-9052

CLASS ACTION

**AFFIDAVIT OF ALEX R. STRAUS
PURSUANT TO CAL. CIV. CODE §
1780(d)**

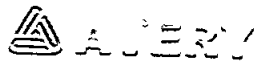


EXHIBIT C

COPY

AIMAN-SMITH MARCY
PROFESSIONAL CORPORATION

ENDORSED
FILED
ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT

By GURTIYAH GANTER
Deputy

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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, individually and)
on behalf of all others similarly situated,)

Case No.: **RG18922688**

COMPLAINT FOR:

Plaintiff,

1. **Per se Violation of the Cartwright Act (Business and Professions Code § 16720, et seq.)**
2. **Violation of the Cartwright Act Under the Rule of Reason (Business and Professions Code § 16720, et seq.)**
3. **Violation of California Penal Code § 496**
4. **Unfair Business Practices (Business and Professions Code § 17200, et seq.)**
5. **Injunction (Business and Professions Code § 17200, et seq.)**

v.

TICKETMASTER LLC, and DOES 1-10, inclusive,

Defendants.

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Mahmoud Ameri ("Plaintiff") is informed and believes and thereupon alleges the
2 following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC ("Ticketmaster" or "Defendant"). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster's secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster's
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California's Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in his
22 capacity as class action representative on behalf of all similarly situated persons (the "Class").

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster's conduct as alleged

1 herein and seek damages, injunctive relief, penalties, interest, attorney’s fees, and costs, all
2 under California law.

3 8. All violations of law described herein have been ongoing for at least four years,
4 are continuing at present, and will continue unless and until enjoined by this Court.

5 9. Ticketmaster knowingly and intentionally engaged in the conduct complained of
6 herein and acted as alleged herein in willful and knowing violation of the law.

7 **II. PARTIES**

8 10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in
9 Virginia with its headquarters and principal place of business in Beverly Hills, California.

10 11. Plaintiff Mahmoud Ameri is an individual and a resident of Alameda County,
11 California. On June 16, 2017, while physically located in Fremont, California, Plaintiff used
12 Ticketmaster’s ticketing website to purchase Ticketmaster verified tickets to the International
13 Champions Cup soccer match between Real Madrid and Manchester United, to be held the
14 following month in Santa Clara. Plaintiff paid a total of \$292.75 for those tickets, inclusive of
15 fees and taxes.

16 12. Plaintiff is ignorant of the true names or capacities of defendants named herein as
17 Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names.
18 When the names and capacities of these defendants are ascertained, Plaintiff will amend this
19 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
20 or in some manner legally responsible for the events alleged herein.

21 **III. JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction of this action under California Code of
23 Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not
24 the United States District Court, has subject matter jurisdiction of this class action because
25 Ticketmaster’s corporate headquarters are located in California, and Ticketmaster is therefore a
26 citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff’s claims fall within 28
27 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-
28 thirds or more of the members of the Plaintiff Class are citizens of the State of California,

1 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
2 California, and no other class action in California asserting the same factual allegations has
3 been filed against Ticketmaster in the preceding three years.

4 14. This Court has specific and general personal jurisdiction over Ticketmaster
5 because Ticketmaster is a citizen of California, has significant contacts with California by
6 virtue of its extensive business operations in California, and has purposefully availed itself of
7 the privileges and immunities of conducting business in California; and because Ticketmaster's
8 affiliations with the State of California are sufficiently continuous and systematic to render
9 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
10 business in California.

11 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
12 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
13 to the liability alleged herein occurred in the County of Alameda.

14 **IV. GENERAL ALLEGATIONS**

15 16. Tickets to live events such as concerts and sporting activities are generally sold
16 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
17 secondary market, wherein tickets originally purchased in the primary market are resold,
18 usually for higher prices.

19 17. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
20 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
21 Persons who purchase tickets in the primary market and resell those tickets in the secondary
22 market have traditionally been called "scalpers." Historically, scalpers have frequently
23 operated by rather primitive means. An individual scalper might, for example, purchase a
24 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual
25 concert goers. In recent years, however, the scalping industry has become increasingly
26 sophisticated, with resellers, for example, using software applications called "bots" that
27 purchase tickets in bulk by automated means. These tickets are then resold on the internet.

28 This process drives up the price of tickets, making live events more expensive for consumers.

1 18. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
2 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
3 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
4 agreements and contracts with these resellers, provides computer programs and support for the
5 automated resale of tickets at inflated prices, and reaps tremendous profits from these
6 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
7 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
8 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
9 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
10 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
11 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
12 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
13 activity with large-scale, professional resellers.

14 19. By its seamless coordination with large resellers and its domination of the
15 primary ticket market, Ticketmaster suppresses and prevents competition from other
16 participants in the secondary ticket market, artificially manipulates supply and demand,
17 leverages its position in the primary market to extend itself into the secondary market, and
18 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
19 restrains trade in the market for tickets in California by artificially removing tickets from the
20 primary market for sale at higher prices on the secondary market, thus denying consumers
21 access to tickets in the primary market and requiring their purchase at inflated prices in the
22 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
23 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
24 revenue and its anticompetitive position by selectively enforcing its prohibition on automated
25 technologies and fake accounts against resellers who do not participate in its scheme and who
26 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
27 uses its monopoly power in the primary ticket market to improperly exclude competition in the
28 secondary market by contracts with ticket suppliers and venues that require purchasers in the

1 primary to use only Ticketmaster exchanges for resale.

2 20. Plaintiff has been injured in fact and has lost money and property as a result of
3 Ticketmaster's practices, and brings his claim for public injunctive relief to prevent further
4 harm to the public at large, which continues to face and suffer harm as a result of
5 Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent
6 injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future
7 deception of, and injury to, the public.

8 21. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster
9 was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

10 **V. CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated as
12 a class action pursuant to California Code of Civil Procedure § 382. The Class that the
13 Plaintiff seeks to represent is defined as follows: All persons with California addresses who,
14 during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that
15 were first offered by and/or through Ticketmaster.

16 23. The claims alleged herein may properly be maintained as a class action pursuant
17 to California Code of Civil Procedure § 382 because there is a well-defined community of
18 interest among ascertainable class members with regard to the claims asserted in this action.

19 24. The total number of members of the Class is believed to be in excess of 50,000
20 persons. Accordingly, joinder of all members of the Class would be impractical.

21 25. Questions of law and fact common to Plaintiff and the Class predominate over
22 questions of law and fact affecting only individual members of the Class. These common
23 questions of law and fact include, but are not limited to, the following:

- 24 (a) Whether Ticketmaster facilitates and participates in the automated
25 purchase and resale of tickets by resellers to increase the price of tickets;
26 (b) Whether Ticketmaster prevents competition in the secondary ticket market
27 by exploiting its monopoly position in the primary ticket market;
28 (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes

1 and enters into agreements to unite interests to affect the price of tickets
2 sold in the secondary market;

3 (d) Whether Ticketmaster's actions as described herein constitute receipt of
4 stolen property in violation of California Penal Code section 496;

5 (e) Whether Ticketmaster's actions as described herein constitute violations
6 of California Business and Professions Code § 17200, *et seq.*;

7 (f) The proper formula for calculating damages and restitution owed to
8 Plaintiffs;

9 (g) Whether Ticketmaster will, unless enjoined, continue the practices alleged
10 herein; and

11 (h) The terms and conditions of the injunction to be issued against
12 Ticketmaster.

13 26. The identities of the members of the Class are ascertainable from available
14 records maintained by Ticketmaster or by third parties.

15 27. Plaintiff's claims are typical of the claims of the Class because Plaintiff was
16 subjected to the unlawful practices alleged herein common to the Class. Ticketmaster's
17 common course of conduct has caused Plaintiff and the Class to sustain the same or
18 substantially similar injuries and damages caused by the same practices of Ross, and Plaintiff's
19 claims are therefore representative of the claims of Plaintiff Class.

20 28. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff
21 will vigorously prosecute this case on behalf of Class.

22 29. Counsel who represent Plaintiff are competent and experienced in litigating
23 complex actions. Plaintiff and his counsel will fairly and adequately represent and protect the
24 interests of the members of the Class.

25 **VI. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION**
27 **Per Se Violation of the Cartwright Act**
(California Business & Professions Code § 16720)

28 30. Plaintiff incorporates by reference all preceding paragraphs as though fully set

1 forth herein.

2 31. As alleged herein, Ticketmaster by and through its officers, directors, employees,
3 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
4 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
5 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
6 violation of the Cartwright Act, California Business and Professions Code § 16720.

7 32. Plaintiff and the members of the Class are proper entities to bring a case
8 concerning this conduct.

9 33. Ticketmaster's activities as alleged herein are per se violations of the Cartwright
10 Act, California Business and Professions Code § 16720.

11 34. Plaintiff and the Class have suffered antitrust injury and have been injured in
12 their business and property as a result of Ticketmaster's unlawful acts as herein alleged.

13 35. Plaintiff seeks damages according to proof, which damages shall be
14 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
15 § 16750(a).

16 36. Further, Plaintiff seeks an injunction against further wrongful acts of
17 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
18 16750(a).

19 37. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
20 Cartwright Act, California Business and Professions Code § 16750(a).

21 38. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
22 Act, California Business and Professions Code § 16750(a).

23 **SECOND CAUSE OF ACTION**
24 **Violation of the Cartwright Act Under the Rule of Reason**
(California Business & Professions Code § 16720)

25 39. Plaintiff incorporates by reference all preceding paragraphs as though fully set
26 forth herein.

27 40. As alleged herein, Ticketmaster by and through its officers, directors, employees,
28 agents, or representatives, entered into and engaged in an unlawful contract, combination, and

1 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
2 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
3 violation of the Cartwright Act, California Business and Professions Code § 16720.

4 41. Plaintiff and the members of the Class are proper entities to bring a case
5 concerning this conduct.

6 42. Ticketmaster's conduct as alleged herein unreasonably restrains trade and
7 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
8 California Business and Professions Code § 16720.

9 43. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster's
10 unlawful acts as herein alleged.

11 44. Plaintiff seeks damages according to proof, which damages shall be
12 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
13 § 16750(a).

14 45. Further, Plaintiff seeks an injunction against further wrongful acts of
15 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 46. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 47. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
20 Act, California Business and Professions Code § 16750(a).

21 **THIRD CAUSE OF ACTION**
22 **Violation of the California Penal Code § 496**

23 48. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 49. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
26 knowingly and designedly taking the money or property of another by false or fraudulent
27 representations or pretenses.

28 50. A violation of Penal Code § 484 is established by evidence that a person made a

1 false pretense or representation with the intent to defraud the owner of his property, and that
2 the owner was thus deprived of his property.

3 51. Penal Code § 496(a) prohibits the concealing and selling of property known to
4 have been obtained in any manner constituting theft.

5 52. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
6 from purchasing more than a limited number of tickets per event. This limit is known as the
7 "ticket limit."

8 53. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
9 submitting content or information that is fraudulent.

10 54. Scalpers use manual or automatic means to purchase first-hand tickets via
11 Ticketmaster in excess of the ticket limit, including by providing false information that
12 includes the purchaser's name, email address, contact information, IP address, and other
13 information.

14 55. By purchasing first-hand tickets in excess of the ticket limit and using falsified
15 information, scalpers knowingly and designedly take the property of the original ticket seller
16 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

17 56. Scalpers then sell those same tickets second-hand to consumers using
18 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
19 for the original ticket.

20 57. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
21 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
22 over the tickets while they remain offered for sale.

23 58. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
24 in excess of the ticket limit and by using falsified information.

25 59. Alternatively, Ticketmaster's principal business, or one of its principal
26 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
27 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
28 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),

1 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
2 listed for sale in its marketplace is stolen.

3 60. Ticketmaster fails to make a reasonable inquiry into whether property listed for
4 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
5 tickets sold by scalpers in its marketplace are stolen.

6 61. Regardless of how Ticketmaster's knowledge is established, by knowingly aiding
7 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
8 falsified information, Ticketmaster receives stolen property in violation of Penal Code
9 § 496(a).

10 62. Ticketmaster's violations of Penal Code § 496, as alleged above, are a substantial
11 factor in causing injury to Plaintiff and the other members of the Class.

12 63. As a result of Ticketmaster's violations of Penal Code § 496, Plaintiff and the
13 other members of the Class have suffered harm that includes but is not limited to the increased
14 price paid for event tickets, the loss of such additional amounts of money each would have
15 received had he or she not been the victim of those violations, and the lost use-value of the
16 money so deprived.

17 64. For those harms occurring within the Class Period, Plaintiff and the other
18 members of the Class seek compensatory damages at three times the amount of the actual
19 damages, prejudgment interest, reasonable attorneys' fees, and costs of suit, all pursuant to
20 Penal Code §496 (c), and in an amount according to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **RESTITUTION - UNFAIR BUSINESS PRACTICES**
(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)

23 65. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 66. Each violation of law by Ticketmaster as alleged herein constitutes a separate
26 and distinct unfair and unlawful practice in violation of California Business & Professions
27 Code § 17200, *et seq.*

28 67. As a direct and proximate result of Ticketmaster's conduct as alleged herein,

1 Plaintiff and the Class have been injured in fact and have lost money and property, and
2 Ticketmaster has been enriched by the retention of funds for reimbursement that are the
3 property of Plaintiff and the Class.

4 68. Plaintiff and the Class are entitled to restitution of all amounts which
5 Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster
6 unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can
7 be proved with common evidence.

8 69. Plaintiff is additionally entitled to recovery of interest, costs, and attorney's fees
9 as provided by California law.

10 **FIFTH CAUSE OF ACTION**
11 **Injunction**
12 **(California Business & Professions Code § 17200, et seq.)**

13 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
14 forth herein.

15 71. Each violation of California law by Ticketmaster as alleged herein constitutes a
16 separate and distinct unlawful and unfair practice in violation of California Business &
17 Professions Code § 17200, et seq.

18 72. Plaintiff has been harmed by Ticketmaster's unlawful and unfair practices as
19 alleged herein.

20 73. Ticketmaster continues to engage in the unlawful and unfair practices alleged
21 herein through the present day.

22 74. Unless enjoined by this Court, Ticketmaster will continue to engage in the
23 unlawful and unfair practices alleged herein.

24 75. Plaintiff is entitled to, and therefore requests, an injunction of this Court
25 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
26 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
27 to monitor Ticketmaster's compliance with said injunction.

28 76. Plaintiff is entitled to costs and attorney's fees for pursuing the injunction
requested herein.

1 **VII. PRAYER FOR RELIEF**

2 Wherefore, Plaintiff, on behalf himself and the Class, prays for relief as follows:

3 1. That the Court certify this action as a class action on behalf of the Class pursuant
4 to California Code of Civil Procedure § 382;

5 2. That the Court designate Plaintiff as representative of the Class;

6 3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

7 4. That the Court adjudge and decree that Ticketmaster's acts as herein alleged
8 violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;

9 5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of
10 the actions complained of herein, including penalties, interest, and costs;

11 6. That Ticketmaster, at its own expense, be ordered to provide full and adequate
12 notice as required in class actions to all members of the Class;

13 7. That this action and the Class be further designated, respectively, as a
14 representative action and a representative class under California Business & Professions Code
15 § 17200, *et seq.*;

16 8. That Ticketmaster be ordered to make full restitution of all amounts received
17 and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California
18 Business and Professions Code § 17200, *et seq.*;

19 9. That in addition to any constitutionally sufficient notice that is or might
20 otherwise be required in a class action under California law, that Ticketmaster be ordered to
21 pay for all necessary efforts to actually locate members of the representative class under
22 Business and Professions Code § 17200, *et seq.*;

23 10. That this Court determine, and provide its declaratory judgment, that the
24 practices complained of herein were done willfully, knowingly, and intentionally;

25 11. That this Court issue a temporary injunction, on terms the Court may deem
26 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
27 of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to
28 the Court or its appointed agent or expert regarding its compliance with said injunction, and

1 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;
 2 12. That this Court issue a permanent injunction, on terms the Court may deem
 3 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
 4 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
 5 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
 6 pay all costs associated with monitoring said injunction;

7 13. For attorney's fees as provided by statutory and common law;

8 14. For costs of suit incurred; and

9 15. For such other legal and equitable relief as the Court may deem just and proper.

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Dated: September 28, 2018



Carey A. James

Carey A. James
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury on all causes of action and claims with respect to which Plaintiff and the Class have a right to a jury trial.

Dated: September 28, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

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PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

NOTICE OF RELATED CASE

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Ticket Master LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina Del Rey, CA 90292	<i>Agent for Defendant Ticketmaster LLC</i>
Steve W. Berman, Esq. Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 206/623-7292 206/623-0594 fax steve@hbisslaw.com	<i>Attorneys for Plaintiff Allen Lee (Lee v. Ticketmaster LLC – 3:18-cv-05987-VC)</i>
Elaine T. Byszewski, Esq. Hagens Berman Sobol Shapiro LLP 301 N. Lake Avenue, Suite 920 Pasadena, CA 91101 213/330-7150 213/330-7152 fax elaine@hbsslaw.com	

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

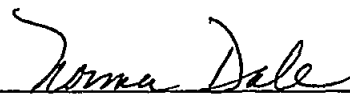
[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

1 — [By Personal Service] I caused such envelope to be delivered by hand to the above
2 address.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Dated: October 22, 2018


Norma Dale

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OCT 23 2018

EXHIBIT 3

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LATHAM & WATKINS LLP
Daniel M. Wall (Bar No. 102580)
Timothy L. O'Mara (Bar No. 212731)
505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538
Telephone: (415) 391-0600
Facsimile: (415) 395-8095
Email: Dan.Wall@lw.com
Email: Tim.O'Mara@lw.com

Attorneys for Defendant
TICKETMASTER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAHMOUD AMERI, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-10,
inclusive

Defendants.

FILED BY FAX
ALAMEDA COUNTY
November 05, 2018
CLERK OF
THE SUPERIOR COURT
By Alicia Espinoza, Deputy
CASE NUMBER:
RG18922688

CASE NO. RG18922688

**DECLARATION OF CHRISTOPHER B.
CAMPBELL REGARDING INABILITY TO
COMPLY WITH MEET AND CONFER
REQUIREMENT AND REQUEST FOR
AUTOMATIC 30-DAY EXTENSION**

Date action filed: September 28, 2018

1 I, Christopher B. Campbell, declare as follows:

2 1. I am an attorney for Defendant Ticketmaster LLC ("Ticketmaster"). I have
3 personal knowledge of the facts stated in this declaration and would testify to them if called to do
4 so.

5 2. On October 30, 2018, I emailed counsel of record for Plaintiff to schedule a meet
6 and confer call pursuant to California Code of Civil Procedure sections 430.41(a) and
7 435.5(a). Counsel for Plaintiff and I thereafter scheduled a call for November 2, 2018 to discuss
8 Ticketmaster's potential grounds for a demurrer and/or motion to strike the complaint.

9 3. A call took place as scheduled on November 2, 2018. However, due to the
10 unavailability of certain counsel, counsel for Plaintiff was unable to provide a response to
11 Ticketmaster's objections and potential grounds for a demurrer and motion to strike during that
12 call. Accordingly, the parties were unable to successfully hold and complete a meet and confer
13 call within the time required under California Code of Civil Procedure sections 430.41(a) and
14 435.5(a).

15 4. I am therefore filing this declaration on behalf of Ticketmaster in order to obtain
16 an automatic 30-day extension of time to file a responsive pleading, pursuant to Code of Civil
17 Procedure sections 430.41(a)(2) and 435.5(a)(2).

18
19 I declare under penalty of perjury, under the laws of the state of California, that the foregoing is
20 true and correct.

21

22 Executed on November 5, 2018 at San Francisco, California.

23

24

25

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28

By 

Christopher B. Campbell
Attorney for Defendant
TICKETMASTER LLC

PROOF OF SERVICE

1
2 I, Chad A. Hejl, am employed in the County of San Francisco, State of California. I am
3 over the age of 18 years and not a party to this action. My business address is Latham &
4 Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

5 On November 5, 2018, I served the following documents described as:

6 **DECLARATION OF CHRISTOPHER B. CAMPBELL REGARDING INABILITY TO
7 COMPLY WITH MEET AND CONFER REQUIREMENT AND REQUEST FOR
8 AUTOMATIC 30-DAY EXTENSION**

9 by serving true copies of the above-described documents in the following manner:

10 **BY U.S. MAIL**

11 I am familiar with the office practice of Latham & Watkins LLP for collecting and
12 processing documents for mailing with the United States Postal Service. Under that practice,
13 documents are deposited with the Latham & Watkins LLP personnel responsible for depositing
14 documents with the United States Postal Service; such documents are delivered to the United
15 States Postal Service on that same day in the ordinary course of business, with postage thereon
16 fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or
17 package containing the above-described documents and addressed as set forth below in
18 accordance with the office practice of Latham & Watkins LLP for collecting and processing
19 documents for mailing with the United States Postal Service:

20
21 Randall B. Aiman-Smith
22 Reed W.L. Marcy
23 Hallie Von Rock
24 Carey A. James
25 Brent A. Robinson
26 7677 Oakport St. Suite 1150
27 Oakland, CA 94621
28 ras@asmlawyers.com
rwl@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

Attorneys for Plaintiff Mahmoud Ameri

23 I declare that I am employed in the office of a member of the Bar of, or permitted to
24 practice before, this Court at whose direction the service was made and declare under penalty of
25 perjury under the laws of the State of California that the foregoing is true and correct.

26 Executed on November 5, 2018, at San Francisco, California.

27 
28 Chad A. Hejl
chad.hejl@lw.com

Dkt. 10

Filed: November 8, 2018

**Proof of Service of Defendant
Ticketmaster LLC's Notice of
Filing of Removal to Federal
Court**

11/07/2018 19:49 FAX 415 395 8095

LATHAM & WATKINS

121/122

1 LATHAM & WATKINS LLP
 Daniel M. Wall (Bar No. 102580)
 2 Timothy L. O'Mara (Bar No. 212731)
 505 Montgomery Street, Suite 2000
 3 San Francisco, California 94111-6538
 Telephone: (415) 391-0600
 4 Facsimile: (415) 395-8095
 Email: dan.wall@lw.com
 5 Email: tim.o'mara@lw.com

6 Attorneys for Defendant
 TICKETMASTER LLC
 7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 FOR THE COUNTY OF ALAMEDA

10 MAHMOUD AMERI, individually and on
 11 behalf all others similarly situated,

12 Plaintiff,

13 v.

14 TICKETMASTER LLC and DOES 1-10,
 15 inclusive,

16 Defendants.

FILED BY FAX
 ALAMEDA COUNTY
 November 08, 2018

CLERK OF
 THE SUPERIOR COURT
 By Cheryl Clark, Deputy

CASE NUMBER:
 RG18922688

CASE NO. RG18922688
 PROOF OF SERVICE

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PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

I certify that on **November 7, 2018**, I caused the following document described as:

DEFENDANT TICKETMASTER LLC'S NOTICE OF FILING OF REMOVAL TO FEDERAL COURT

to be served upon the following counsel of record in the manner set forth below:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or package containing the above-described documents and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service:

AIMAN-SMITH & MARCY
Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Carey A. James
Brent A. Robinson
7677 Oakport St. Suite 1150
Oakland, CA 94621

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 7, 2018**, at San Francisco, California.



Victor R. Cayanan

Dkt. 11

Entered: November 20, 2018

**Minutes - Complex
Determination Hearing
Commenced and Completed**

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Ameri	Plaintiff/Petitioner(s)
vs.	
Ticketmaster LLC	Defendant/Respondent(s)
(Abbreviated Title)	

No. **RG18922688**

Minutes

Department 23

Honorable Brad Seligman, Judge

Cause called for: Complex Determination Hearing on November 20, 2018.

The motion is dropped by the Court. Case removed to federal court

Minutes of 11/20/2018

Entered on 11/20/2018

Chad Finke Executive Officer / Clerk of the Superior Court

By



digital

Deputy Clerk

Dkt. 13

Filed: December 18, 2018

**Minutes re: Case
Management Conference**

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Ameri	Plaintiff/Petitioner(s)
vs.	
Ticketmaster LLC	Defendant/Respondent(s)
(Abbreviated Title)	

No. **RG18922688**

Minutes

Department 23

Honorable Brad Seligman, Judge

Cause called for Case Management Conference on December 18, 2018.

ORDER re: CASE MANAGEMENT

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

FURTHER CONFERENCE

A Compliance Hearing is scheduled for 04/23/2019 at 03:00 PM in Dept. 23.

This case has been removed to federal court. Parties to report no later than 5 days before the compliance hearing on status of removal and whether a remand is contemplated.

NOTICES

Counsel for Plaintiff(s) must forthwith serve a copy of this order on all counsel of record and self-represented parties, and file proof of service.

Minutes of 12/18/2018

Entered on 12/18/2018

Chad Finke Executive Officer / Clerk of the Superior Court

By



digital

Deputy Clerk

Dkt. 14

Filed: December 18, 2018

Case Management Order

**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

Ameri <p style="text-align: right;">Plaintiff/Petitioner(s)</p> <p style="text-align: center;">VS.</p> Ticketmaster LLC <p style="text-align: right;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG18922688</u> Case Management Order Date: 12/18/2018 Time: 03:00 PM Dept: 23 Judge: Brad Seligman
--	--

ORDER re: CASE MANAGEMENT

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

FURTHER CONFERENCE

A Compliance Hearing is scheduled for 04/23/2019 at 03:00 PM in Dept. 23.

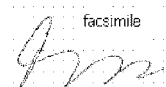
This case has been removed to federal court. Parties to report no later than 5 days before the compliance hearing on status of removal and whether a remand is contemplated.

NOTICES

Counsel for Plaintiff(s) must forthwith serve a copy of this order on all counsel of record and self-represented parties, and file proof of service.

Any delay in the trial, caused by non-compliance with any order contained herein, shall be the subject of sanctions pursuant to CCP 177.5.

Dated: 12/18/2018

facsimile


Judge Brad Seligman

Dkt. 16

Filed: April 8, 2019

Notice of Remand



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

450 Golden Gate Avenue
San Francisco, CA 94102

www.cand.uscourts.gov

FILED
ALAMEDA COUNTY

APR 08 2019

CLERK OF THE SUPERIOR COURT
By *[Signature]*
D. OLIVER, Deputy
General Court Number
415-522-2000

Susan Y. Soong
Clerk of Court

April 2, 2019

Alameda County Superior Court
1225 Fallon Street
Oakland, CA 94612

RE: Ameri v. Ticketmaster LLC
18-cv-01833-VC

Your Case Number: RG18922688

Dear Clerk,

Pursuant to an order remanding the above captioned case to your court, transmitted herewith are:

- Certified copies of docket entries
- Certified copies of Remand Order
- Other

Please acknowledge receipt of the above documents on the attached copy of this letter.

Sincerely,

Susan Y. Soong, Clerk

[Signature: Felicia Brown]

by: Felicia Brown
Case Systems Administrator
415-522-2000

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MAHMOUD AMERI,
Plaintiff,
v.
TICKETMASTER LLC,
Defendant.

Case No. 18-cv-06750-VC

RBI 8/22/18
REMAND ORDER

Ameri's complaint does not adequately allege facts from which one could infer Article III standing, nor has he offered additional evidence in support of standing in response to the Court's inquiry about it. Ameri alleges that Ticketmaster has engaged in anticompetitive practices that have inflated prices in the secondary (or resale) market for Ticketmaster's tickets, but he never purchased any resale tickets, whether directly or indirectly, and neither party has adequately shown that Ameri was otherwise injured by the alleged practices. The Court therefore lacks subject matter jurisdiction, and the case must be remanded. *See Polo Innoventions Internat'l LLC*, 833 F.3d 1193, 1196 (9th Cir. 2016); 28 U.S.C. 1447(c). Although it's possible that Ameri could add allegations in state court – or that Ticketmaster could adduce evidence in state court – that would give rise to Article III standing, which would perhaps permit removal at a later time, remand is appropriate at this stage. The Clerk of the Court is directed to remand the case to Alameda County Superior Court.

IT IS SO ORDERED.

Dated: April 1, 2019


VINCE CHHABRIA
United States District Judge

ECF DOCUMENT
I hereby attest and certify this is a printed copy of a document which was electronically filed with the United States District Court for the Northern District of California.

Date Filed: 4-1-19

ADRMOP,CLOSED,RELATE,REMAND

**U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:18-cv-06750-VC
Internal Use Only**

Ameri v. Ticketmaster LLC
Assigned to: Judge Vince Chhabria
Relate Case Case: 3:18-cv-05987-VC
Case in other court: Superior Court of California, County of Alameda, RG18922688
Cause: 28:1332 Diversity-Contract Dispute

Date Filed: 11/07/2018
Date Terminated: 04/01/2019
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Mahmoud Ameri

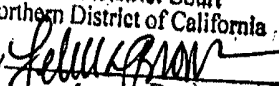
represented by **Brent A Robinson**
Aiman-Smith & Marcy
7677 Oakport St Ste 1150
Oakland, CA 94621-1932
(510) 817-2711
Fax: (510) 562-6830
Email: bar@asmlawyers.com
ATTORNEY TO BE NOTICED

Carey A James
Aiman-Smith and Marcy
7677 Oakport St
Suite 1150
Oakland, CA 94621
510-562-6800
Fax: 510-5626830
Email: caj@asmlawyers.com
ATTORNEY TO BE NOTICED

Hallie Von Rock
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1150
Oakland, CA 94621
510-817-2711
Fax: 510-562-6830
Email: hvr@asmlawyers.com
ATTORNEY TO BE NOTICED

Randall Bruce Aiman-Smith
Aiman-Smith & Marcy
7677 Oakport Street
Suite 1020
Oakland, CA 94621

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.
ATTEST:

SUSAN Y. SOONG
Clerk, U.S. District Court
Northern District of California
By: 
Deputy Clerk

Date: 4-3-19

510-817-2711
 Fax: 510-562-6830
 Email: ras@asmlawyers.com
ATTORNEY TO BE NOTICED

Reed W. L. Marcy
 Aiman-Smith & Marcy
 7677 Oakport Street
 Suite 1020
 Oakland, CA 94621
 510-817-2711
 Fax: 510-562-6830
 Email: rwlm@asmlawyers.com
ATTORNEY TO BE NOTICED

V.

Defendant


Ticketmaster LLC

represented by **Timothy L. O'Mara**
 Latham & Watkins LLP
 505 Montgomery Street, Suite 2000
 San Francisco, CA 94111
 415-391-0600
 Fax: 415-395-8095
 Email: tim.omara@lw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Daniel Murray Wall
 Latham & Watkins LLP
 505 Montgomery Street, Suite 2000
 San Francisco, CA 94111
 415-395-8240
 Fax: 415-395-8095
 Email: dan.wall@lw.com
ATTORNEY TO BE NOTICED


Date Filed	#	Docket Text
11/07/2018	<u>1</u>	NOTICE OF REMOVAL from Superior Court of California, County of Alameda. Their case number is RG18922688. (Filing fee \$400 receipt number 0971-12830213). Filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Civil Cover Sheet)(Wall, Daniel) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>2</u>	NOTICE of Appearance by Daniel Murray Wall <i>on behalf of Ticketmaster LLC</i> (Wall, Daniel) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>3</u>	NOTICE of Appearance by Timothy L. O'Mara <i>on behalf of Ticketmaster LLC</i> (O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)


11/07/2018	<u>4</u>	Declaration of Shawn Moon in Support of <u>1</u> Notice of Removal, filed by Ticketmaster LLC. (Related document(s) <u>1</u>) (O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>5</u>	Certificate of Interested Entities by Ticketmaster LLC identifying Corporate Parent Live Nation Entertainment, Inc., Other Affiliate Liberty Media Corporation for Ticketmaster LLC. (O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>6</u>	Corporate Disclosure Statement by Ticketmaster LLC identifying Corporate Parent Live Nation Entertainment, Inc., Other Affiliate Liberty Media Corporation for Ticketmaster LLC. (O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>7</u>	CERTIFICATE OF SERVICE by Ticketmaster LLC re <u>3</u> Notice of Appearance, <u>2</u> Notice of Appearance, <u>5</u> Certificate of Interested Entities, <u>6</u> Certificate of Interested Entities, <u>4</u> Declaration in Support, <u>1</u> Notice of Removal, (O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	<u>8</u>	NOTICE by Ticketmaster LLC (<i>Notice of Pendency of Other Actions or Proceedings</i>) (Attachments: # <u>1</u> Certificate/Proof of Service)(O'Mara, Timothy) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/08/2018	<u>9</u>	<p>Case assigned to Magistrate Judge Laurel Beeler.</p> <p>Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit <i>E-Filing A New Civil Case</i> at http://cand.uscourts.gov/ecf/caseopening.</p> <p>Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges. Upon receipt, the summons will be issued and returned electronically. Counsel is required to send chambers a copy of the initiating documents pursuant to L.R. 5-1(e)(7). A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. Consent/Declination due by 11/23/2018. (as, COURT STAFF) (Filed on 11/8/2018) (Entered: 11/08/2018)</p>
11/08/2018	<u>10</u>	ADMINISTRATIVE MOTION Consider Whether Cases Should Be Related filed by Mahmoud Ameri. Responses due by 11/13/2018. (Attachments: # <u>1</u> Proposed Order [Proposed] Order Relating Cases, # <u>2</u> Certificate/Proof of Service Certificate of Service)(Robinson, Brent) (Filed on 11/8/2018) (Entered: 11/08/2018)
11/08/2018	<u>11</u>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Mahmoud Ameri.. (Robinson, Brent) (Filed on 11/8/2018) (Entered: 11/08/2018)
11/09/2018	<u>12</u>	CLERK'S NOTICE OF IMPENDING REASSIGNMENT TO A U.S. DISTRICT COURT JUDGE: The Clerk of this Court will now randomly reassign this case to a District Judge because either (1) a party has not consented to the jurisdiction of a Magistrate Judge, or (2) time is of the

		<p>essence in deciding a pending judicial action for which the necessary consents to Magistrate Judge jurisdiction have not been secured. You will be informed by separate notice of the district judge to whom this case is reassigned.</p> <p>ALL HEARING DATES PRESENTLY SCHEDULED BEFORE THE CURRENT MAGISTRATE JUDGE ARE VACATED AND SHOULD BE RE-NOTICED FOR HEARING BEFORE THE JUDGE TO WHOM THIS CASE IS REASSIGNED.</p> <p><i>This is a text only docket entry; there is no document associated with this notice.</i> (ejkS, COURT STAFF) (Filed on 11/9/2018) (Entered: 11/09/2018)</p>
11/09/2018	<u>13</u>	Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 1/31/2019. Initial Case Management Conference set for 2/7/2019 11:00 AM in San Francisco, Courtroom B, 15th Floor. (fabS, COURT STAFF) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018		(Court only) ***Deadlines terminated. (fabS, COURT STAFF) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<u>14</u>	STIPULATION (<i>Joint Stipulation Extending Time to Answer or Otherwise Respond to the Complaint</i>) filed by Ticketmaster LLC. (O'Mara, Timothy) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/13/2018	<u>15</u>	ORDER, Case reassigned to Judge James Donato. Magistrate Judge Laurel Beeler no longer assigned to the case. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras (Attachments: # <u>1</u> Notice of Eligibility for Video Recording)(haS, COURT STAFF) (Filed on 11/13/2018) (Entered: 11/13/2018)
11/13/2018	<u>16</u>	STIPULATION WITH PROPOSED ORDER <i>Setting Briefing Schedule, Removing Deadline to Answer or Otherwise Respond to the Complaint, and Setting Case Management Conference</i> filed by Ticketmaster LLC. (O'Mara, Timothy) (Filed on 11/13/2018) (Entered: 11/13/2018)
11/13/2018	<u>17</u>	OPPOSITION/RESPONSE (re <u>10</u> ADMINISTRATIVE MOTION Consider Whether Cases Should Be Related) filed by Ticketmaster LLC. (Attachments: # <u>1</u> Certificate/Proof of Service)(O'Mara, Timothy) (Filed on 11/13/2018) (Entered: 11/13/2018)
11/14/2018	<u>18</u>	NOTICE of Appearance by Hallie Von Rock <i>for Plaintiff</i> (Von Rock, Hallie) (Filed on 11/14/2018) (Entered: 11/14/2018)
11/14/2018	<u>19</u>	NOTICE of Appearance by Carey A James <i>for Plaintiff</i> (James, Carey) (Filed on 11/14/2018) (Entered: 11/14/2018)
11/14/2018	<u>20</u>	NOTICE of Appearance by Randall Bruce Aiman-Smith <i>for Plaintiff</i> (Aiman-Smith, Randall) (Filed on 11/14/2018) (Entered: 11/14/2018)
11/14/2018	<u>21</u>	NOTICE of Appearance by Reed W. L. Marcy <i>for Plaintiff</i> (Marcy, Reed)

		(Filed on 11/14/2018) (Entered: 11/14/2018)
11/15/2018	<u>22</u>	ORDER RELATING CASE. Cases 18-cv-5987-VC, Lee v. Ticketmaster L.L.C. et al., and 18-cv-6750-JD, Ameri v. Ticketmaster LLC. are related. The Ameri case is ordered transferred to Judge Chhabria. Signed by Judge Vince Chhabria on 11/15/2018. (knm, COURT STAFF) (Filed on 11/15/2018) (Entered: 11/15/2018)
11/15/2018	<u>23</u>	Case reassigned to Judge Vince Chhabria. Judge James Donato no longer assigned to the case. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras (haS, COURT STAFF) (Filed on 11/15/2018) (Entered: 11/15/2018)
11/19/2018	<u>24</u>	SCHEDULING ORDER. Motion to Compel Arbitration due by 11/30/2018. Responses due by 12/21/2018. Replies due by 1/17/2019. Motion Hearing set for 1/31/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Signed by Judge Vince Chhabria on 11/19/2018. (knm, COURT STAFF) (Filed on 11/19/2018) (Entered: 11/19/2018)
11/30/2018	<u>25</u>	MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. Motion Hearing set for 1/31/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 12/21/2018. Replies due by 1/17/2019. (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>26</u>	Declaration of Kimberly Tobias in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I, # <u>10</u> Exhibit J, # <u>11</u> Exhibit K, # <u>12</u> Exhibit L, # <u>13</u> Exhibit M, # <u>14</u> Exhibit N, # <u>15</u> Exhibit O, # <u>16</u> Exhibit P, # <u>17</u> Exhibit Q, # <u>18</u> Exhibit R, # <u>19</u> Exhibit S, # <u>20</u> Exhibit T, # <u>21</u> Exhibit U, # <u>22</u> Exhibit V, # <u>23</u> Exhibit W, # <u>24</u> Exhibit X, # <u>25</u> Exhibit Y, # <u>26</u> Exhibit Z)(Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>27</u>	Declaration of Shawn Moon in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>28</u>	Declaration of Timothy L. O'Mara in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit A) (Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
12/21/2018	<u>29</u>	OPPOSITION/RESPONSE (re <u>25</u> MOTION to Compel <i>Arbitration</i>) filed by Mahmoud Ameri. (Attachments: # <u>1</u> Declaration Declaration of Steve W. Berman in Support of Plaintiff's Joint Opposition to Defendant's Motion to Compel Arbitration, # <u>2</u> Declaration Declaration of Allen Lee in Support of Plaintiff's Joint Opposition to Defendant's Motion to Compel Arbitration)(Von Rock, Hallie) (Filed on 12/21/2018) (Entered: 12/21/2018)

		(Filed on 11/14/2018) (Entered: 11/14/2018)
11/15/2018	<u>22</u>	ORDER RELATING CASE. Cases 18-cv-5987-VC, Lee v. Ticketmaster L.L.C. et al., and 18-cv-6750-JD, Ameri v. Ticketmaster LLC. are related. The Ameri case is ordered transferred to Judge Chhabria. Signed by Judge Vince Chhabria on 11/15/2018. (knm, COURT STAFF) (Filed on 11/15/2018) (Entered: 11/15/2018)
11/15/2018	<u>23</u>	Case reassigned to Judge Vince Chhabria. Judge James Donato no longer assigned to the case. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras (haS, COURT STAFF) (Filed on 11/15/2018) (Entered: 11/15/2018)
11/19/2018	<u>24</u>	SCHEDULING ORDER. Motion to Compel Arbitration due by 11/30/2018. Responses due by 12/21/2018. Replies due by 1/17/2019. Motion Hearing set for 1/31/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Signed by Judge Vince Chhabria on 11/19/2018. (knm, COURT STAFF) (Filed on 11/19/2018) (Entered: 11/19/2018)
11/30/2018	<u>25</u>	MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. Motion Hearing set for 1/31/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 12/21/2018. Replies due by 1/17/2019. (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>26</u>	Declaration of Kimberly Tobias in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I, # <u>10</u> Exhibit J, # <u>11</u> Exhibit K, # <u>12</u> Exhibit L, # <u>13</u> Exhibit M, # <u>14</u> Exhibit N, # <u>15</u> Exhibit O, # <u>16</u> Exhibit P, # <u>17</u> Exhibit Q, # <u>18</u> Exhibit R, # <u>19</u> Exhibit S, # <u>20</u> Exhibit T, # <u>21</u> Exhibit U, # <u>22</u> Exhibit V, # <u>23</u> Exhibit W, # <u>24</u> Exhibit X, # <u>25</u> Exhibit Y, # <u>26</u> Exhibit Z)(Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>27</u>	Declaration of Shawn Moon in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<u>28</u>	Declaration of Timothy L. O'Mara in Support of <u>25</u> MOTION to Compel <i>Arbitration</i> filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit A) (Related document(s) <u>25</u>) (O'Mara, Timothy) (Filed on 11/30/2018) (Entered: 11/30/2018)
12/21/2018	<u>29</u>	OPPOSITION/RESPONSE (re <u>25</u> MOTION to Compel <i>Arbitration</i>) filed by Mahmoud Ameri. (Attachments: # <u>1</u> Declaration Declaration of Steve W. Berman in Support of Plaintiff's Joint Opposition to Defendant's Motion to Compel Arbitration, # <u>2</u> Declaration Declaration of Allen Lee in Support of Plaintiff's Joint Opposition to Defendant's Motion to Compel Arbitration)(Von Rock, Hallie) (Filed on 12/21/2018) (Entered: 12/21/2018)

01/09/2019	30	CLERK'S NOTICE RESCHEDULING THE HEARINGS RE (25 in 3:18-cv-05987-VC) MOTION to Compel <i>Arbitration</i> , (25 in 3:18-cv-06750-VC) MOTION to Compel <i>Arbitration</i> . Due to the Court's impending trial schedule and government shutdown, the Court must move the hearing in these cases. The change in hearing date does not change the responsive briefing schedule. Motion Hearing set for 3/7/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 1/9/2019) (Entered: 01/09/2019)
01/10/2019	<u>31</u>	STATEMENT OF RECENT DECISION pursuant to Civil Local Rule 7-3.d filed by Mahmoud Ameri. (Attachments: # <u>1</u> Exhibit A)(Related document(s) <u>29</u>) (Von Rock, Hallie) (Filed on 1/10/2019) (Entered: 01/10/2019)
01/16/2019	<u>32</u>	STATEMENT OF RECENT DECISION pursuant to Civil Local Rule 7-3.d filed by Mahmoud Ameri. (Robinson, Brent) (Filed on 1/16/2019) (Entered: 01/16/2019)
01/17/2019	<u>33</u>	REPLY (re <u>25</u> MOTION to Compel <i>Arbitration</i>) filed by Ticketmaster LLC. (O'Mara, Timothy) (Filed on 1/17/2019) (Entered: 01/17/2019)
01/17/2019	<u>34</u>	Declaration of Kimberly Tobias in Support of <u>33</u> Reply to Opposition/Response filed by Ticketmaster LLC. (Related document(s) <u>33</u>) (O'Mara, Timothy) (Filed on 1/17/2019) (Entered: 01/17/2019)
01/18/2019	<u>35</u>	STIPULATION WITH PROPOSED ORDER <i>Continuing Hearing on Defendants' Motion to Compel Arbitration</i> filed by Ticketmaster LLC. (Attachments: # <u>1</u> Declaration of Timothy L. O'Mara)(O'Mara, Timothy) (Filed on 1/18/2019) (Entered: 01/18/2019)
01/23/2019	<u>36</u>	Order by Judge Vince Chhabria granting Stipulation in case 3:18-cv-05987-VC and 3:18-cv-06750-VC Continuing Hearing on Defendants' Motion to Compel Arbitration to 3/14/2019. (knm, COURT STAFF) (Filed on 1/23/2019) (Entered: 01/23/2019)
01/23/2019		(Court only) Reset Hearing as to (25 in 3:18-cv-05987-VC) MOTION to Compel <i>Arbitration</i> , (25 in 3:18-cv-06750-VC) MOTION to Compel <i>Arbitration</i> . Motion Hearing set for 3/14/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. >***Motions terminated: (35 in 3:18-cv-06750-VC) STIPULATION WITH PROPOSED ORDER <i>Continuing Hearing on Defendants' Motion to Compel Arbitration</i> filed by Ticketmaster LLC. (knm, COURT STAFF) (Filed on 1/23/2019) (Entered: 01/23/2019)
03/12/2019	<u>37</u>	ORDER REQUESTING SUPPLEMENTAL BRIEFING. Supplemental briefs due by March 13, 2019 at 5:00 p.m. Signed by Judge Vince Chhabria on 3/12/2019. (vclclS, COURT STAFF) (Filed on 3/12/2019) (Entered: 03/12/2019)
03/13/2019	<u>38</u>	STATEMENT OF RECENT DECISION pursuant to Civil Local Rule 7-3.d filed by Ticketmaster LLC. (Attachments: # <u>1</u> Exhibit A)(O'Mara,

		Timothy) (Filed on 3/13/2019) (Entered: 03/13/2019)
03/13/2019	<u>39</u>	CLERK'S NOTICE vacating the hearing re defendant's Motion to Compel Arbitration scheduled for 3/14/2019. The Court will issue a written ruling. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 3/13/2019) (Entered: 03/13/2019)
03/13/2019	<u>40</u>	RESPONSE to Order Requesting Supplemental Brief by Ticketmaster LLC. (Attachments: # <u>1</u> Declaration of Kimberly Tobias, # <u>2</u> Declaration of Shawn Moon)(O'Mara, Timothy) (Filed on 3/13/2019) (Entered: 03/13/2019)
03/13/2019	<u>41</u>	Supplemental Brief re <u>37</u> Order SUPPLEMENTAL BRIEF IN OPPOSITION TO DEFENDANTS MOTION TO COMPEL ARBITRATION filed byMahmoud Ameri. (Attachments: # <u>1</u> Exhibit Ticketmaster.com Screenshot, # <u>2</u> Exhibit Plaintiff Ameri's Ticketmaster Order Confirmation) (Related document(s) <u>37</u>) (Robinson, Brent) (Filed on 3/13/2019) (Entered: 03/13/2019)
04/01/2019	<u>42</u>	REMAND ORDER. The Clerk of the Court is directed to remand the case to Alameda County Superior Court. Signed by Judge Vince Chhabria on 4/1/2019. (knm, COURT STAFF) (Filed on 4/1/2019) (Entered: 04/01/2019)
04/01/2019		(Court only) ***Civil Case Terminated. (fabS, COURT STAFF) (Filed on 4/1/2019) (Entered: 04/02/2019)
04/02/2019	<u>43</u>	CLERK'S NOTICE re remand. (fabS, COURT STAFF) (Filed on 4/2/2019) (Entered: 04/02/2019)

Dkt. 20

Filed: April 18, 2019

**Joint Report Regarding
Status of Removal**

FILED BY FAX

ALAMEDA COUNTY

April 18, 2019

CLERK OF
THE SUPERIOR COURT
By Cheryl Clark, Deputy

CASE NUMBER:
RG18922688

1 **LATHAM & WATKINS LLP**
 Daniel M. Wall (Bar No. 102580)
 2 *dan.wall@lw.com*
 Timothy L. O'Mara (Bar No. 212731)
 3 *tim.o'mara@lw.com*
 Christopher Campbell (Bar No. 254776)
 4 *christopher.campbell@lw.com*
 5 505 Montgomery Street, Suite 2000
 San Francisco, California 94111-6538
 Telephone: +1.415.391.0600
 6 Facsimile: +1.415.395.8095

7 *Attorneys for Defendant Ticketmaster LLC*

8 [Additional Counsel Listed on Signature Page]

9

10

SUPERIOR COURT OF CALIFORNIA

11

FOR THE COUNTY OF ALAMEDA

12

13 **MAHMOUD AMERI, and ERIN OUBORG,**
 individually and on behalf of all others
 14 similarly situated,

15 **Plaintiffs,**

16 **v.**

17 **TICKETMASTER LLC, and DOES 1-10,**
 inclusive,

18 **Defendants.**

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Case No. RG18922688

**JOINT REPORT REGARDING
STATUS OF REMOVAL**

ASSIGNED FOR ALL PURPOSES TO:

JUDGE BRAD SELIGMAN

DEPARTMENT 23

* * *

Date action filed: Sept. 28, 2018

Date action removed: Nov. 7, 2018

Date action remanded: Apr. 1, 2019

1 Pursuant to the Court's December 18, 2018 Case Management Order, Defendant
2 Ticketmaster LLC and Plaintiffs Mahmoud Ameri and Erin Ouborg hereby submit this Joint
3 Report Regarding Status of Removal:

4 1. On November 7, 2018, Defendant removed this case to the United States District
5 Court for the Northern District of California on the basis of diversity jurisdiction under the Class
6 Action Fairness Act. *See* Notice of Removal, *Ameri v. Ticketmaster LLC*, No. 3:18-cv-06750-VC
7 (N.D. Cal. Nov. 7, 2018), ECF No. 1. Shortly thereafter, the federal court related the case to *Lee*
8 *v. Ticketmaster*, No. 3:18-cv-06750 (N.D. Cal.), and encouraged consolidated briefing of any
9 motions to compel arbitration. *See* Order Re: Admin. Mot. to Consider Whether Cases Should Be
10 Related, *Ameri v. Ticketmaster LLC*, No. 3:18-cv-05987-VC (N.D. Cal. Nov. 15, 2018), ECF No.
11 22; Scheduling Order, *Ameri v. Ticketmaster LLC*, No. 3:18-cv-06750-VC (N.D. Cal. Nov. 19,
12 2018), ECF No. 24.

13 2. On November 30, 2018, Defendant moved in federal court to compel arbitration of
14 Plaintiff Ameri (then the only Plaintiff in this action) and Mr. Lee's claims. *See* Defs.' Notice of
15 Mot. and Mot. to Compel Arbitration; Mem. of P. & A. in Supp. Thereof, *Ameri v. Ticketmaster*
16 *LLC*, No. 3:18-cv-06750-VC (N.D. Cal. Nov. 30, 2018), ECF No. 25.

17 3. On April 1, 2019, the United States District Court for the Northern District of
18 California granted Defendant's motion to compel arbitration in the *Lee* case, but remanded the
19 *Ameri* case to this Court because Plaintiff Ameri failed to allege that he purchased any resale
20 tickets, and therefore lacked Article III standing. *See* Remand Order, *Ameri v. Ticketmaster LLC*,
21 No. 3:18-cv-06750-VC (N.D. Cal. Apr. 1, 2019), ECF No. 42.

22 4. On April 8, 2019, this Court entered a Notice of Remand.

23 5. On April 11, 2019, Plaintiffs filed a First Amended Complaint adding (*inter alia*)
24 Plaintiff Erin Ouborg as a named plaintiff in the case.

25 6. The parties have met and conferred and reached an agreement to resolve the
26 enforceability of the arbitration agreement before an arbitrator. If the claims are determined to be
27 arbitrable, the parties will provide a status report to the Court at that time. The parties are
28

1 discussing the most appropriate mechanism to allow the parties to begin this arbitration process.

2 The parties will provide a further status report to the Court no later than May 2, 2019.

3 7. In light of the parties' intent to arbitrate the enforceability of the arbitration
4 agreement, the parties believe it would be most efficient to cancel the compliance hearing currently
5 scheduled for April 23, 2019, and set a status conference on a future date.

6

7 Dated: April 18, 2019


Respectfully Submitted,

8

LATHAM & WATKINS LLP

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By: 
Christopher Campbell (Bar No. 254776)

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505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538
Telephone: +1.415.391.0600
Facsimile: +1.415.395.8095
christopher.campbell@lw.com

12

13

14

Attorneys for Defendant Ticketmaster LLC


15

16 Dated: April 18, 2019

AIMAN-SMITH & MARCY

17

18

By: 
Randall B. Aiman-Smith (Bar No. 124599)
Reed W.L. Marcy (Bar No. 191531)
Hallie Von Rock (Bar No. 233152)
Carey A. James (Bar No. 269270)
Brent A. Robinson (Bar No. 289373)

19

20

21

7677 Oakport Street, Suite 1150
Oakland, CA 94621
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rwlm@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

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*Attorneys for Plaintiffs Mahmoud Ameri and
Erin Ouborg*

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1 **PROOF OF SERVICE**

2 I, Ida Caridad, am employed in the County of San Francisco, State of California. I am
3 over the age of 18 years and not a party to this action. My business address is Latham &
4 Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

5 On April 18, 2019, I served the following documents described as:

6 **JOINT REPORT REGARDING STATUS OF REMOVAL**

7 by serving true copies of the above-described documents in the following manner:

8 **BY U.S. MAIL**

9 I am familiar with the office practice of Latham & Watkins LLP for collecting and
10 processing documents for mailing with the United States Postal Service. Under that practice,
11 documents are deposited with the Latham & Watkins LLP personnel responsible for depositing
12 documents with the United States Postal Service; such documents are delivered to the United
13 States Postal Service on that same day in the ordinary course of business, with postage thereon
14 fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or
15 package containing the above-described documents and addressed as set forth below in accordance
16 with the office practice of Latham & Watkins LLP for collecting and processing documents for
17 mailing with the United States Postal Service:

18 Randall B. Aiman-Smith
19 Reed W.L. Marcy
20 Hallie Von Rock
21 Carey A. James
22 Brent A. Robinson

23 7677 Oakport Street, Suite 1150
24 Oakland, CA 94621
25 Telephone: (510) 817-2711
26 Facsimile: (510) 562-6830
27 ras@asmlawyers.com
28 rwlrm@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

*Attorneys for Plaintiffs Mahmoud Ameri and
Erin Ouborg*

I declare that I am employed in the office of a member of the Bar of, or permitted to practice
before, this Court at whose direction the service was made and declare under penalty of perjury
under the laws of the State of California that the foregoing is true and correct.

Executed on April 18, 2019, at San Francisco, California.


Ida Caridad

Dkt. 21

Filed: April 22, 2019

**Proof of Service of Tentative
Case Management Order**

1 **AIMAN-SMITH MARCY**
PROFESSIONAL CORPORATION

2
3 Randall B. Aiman-Smith #124599
4 Reed W.L. Marcy #191531
5 Hallie Von Rock #233152
6 Carey A. James #269270
7 Brent A. Robinson #289373
8 7677 Oakport St. Suite 1150
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10 T 510.817.2711
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12 ras@asmlawyers.com
13 rwl@asmlawyers.com
14 hvr@asmlawyers.com
15 caj@asmlawyers.com
16 bar@asmlawyers.com

17 Attorneys for Plaintiffs

FILED BY FAX
ALAMEDA COUNTY

April 22, 2019

**CLERK OF
THE SUPERIOR COURT
By Cheryl Clark, Deputy**

**CASE NUMBER:
RG18922688**

18 IN THE SUPERIOR COURT OF CALIFORNIA

19 IN AND FOR THE COUNTY OF ALAMEDA

20 MAHMOUD AMERI, and ERIN
21 OUBORG, each individually and on
22 behalf of all others similarly situated,

23 Plaintiffs,

24 v.

25 TICKETMASTER LLC, and DOES 1-
26 10, inclusive,

27 Defendants.

Case No. RG18922688

Assigned for All Purposes to:
Hon. Brad Seligman
Department 23

PROOF OF SERVICE

Complaint Filed: Sept. 28, 2018
Trial Date: Not Yet Set

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I certify that the foregoing:

TENTATIVE CASE MANAGEMENT ORDER

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

<p>Daniel M. Wall, Esq. Timothy L. O'Mara, Esq. Christopher B. Campbell, Esq. Latham & Watkins, LLP 505 Montgomery Street, Suite 2000 San Francisco, California 94111-6538 415/391-0600 415/395-8095 fax Dan.wall@lw.com Tim.o'mara@lw.com Christopher.compbell@lw.com</p>	<p>Attorneys for Defendant Ticketmaster LLC</p>
---	---

[By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

[By E-Mail] I caused such document to be electronically transmitted via e-mail the addressee(s) listed above.

[By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of overnight delivery services. I placed the above described document(s) in an envelope or package designated for use by UPS and delivered said designated envelope to an authorized Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery fully prepaid, and addressed to the addressee(s) above.

[By Personal Service] I caused such envelope to be delivered by hand to the above address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 22, 2019


Norma Dale

Dkt. 22

Entered: April 23, 2019

**Minutes - Compliance
Hearing Commenced and
Completed**

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Ameri	Plaintiff/Petitioner(s)
vs.	
Ticketmaster LLC	Defendant/Respondent(s)
(Abbreviated Title)	

No. **RG18922688**

Minutes

Department 23

Honorable Brad Seligman, Judge

Cause called for Compliance Hearing on April 23, 2019.

ORDER re: CASE MANAGEMENT

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

FURTHER CONFERENCE

A further Case Management Conference is scheduled for 05/21/2019 at 03:00 PM in Dept. 23.

Counsel and self-represented litigants are reminded to check the court's register of action before appearing at any case management conference at least two days before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self-represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings postings on the website is for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management Orders are found in the Register of Action). The court may be reached at Dept.23@alameda.courts.ca.gov.

Plaintiff and Defense Counsel shall file Updated Case Management Statements (preferably joint) in compliance with CRC § 3.725, preferably on pleading paper rather than on Judicial Council Form CM-110, no later than five (5) court days prior to the CMC. **PARTIES ARE STRONGLY ENCOURAGED TO SERVE COURTESY COPIES ON THE COURT BECAUSE OF DELAYS IN SCANNING AS A RESULT OF BUDGET SHORTFALLS IN ALAMEDA COUNTY.**

NOTICES

Counsel for Plaintiff(s) must forthwith serve a copy of this order on all counsel of record and self-represented parties, and file proof of service.


Minutes of 04/23/2019

Entered on 04/23/2019

Chad Finke Executive Officer / Clerk of the Superior Court

Minutes

M12933002

By 
digital

Deputy Clerk

Dkt. 23

Filed: April 23, 2019

Case Management Order

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

<p>Ameri <div style="text-align: right; margin-right: 100px;">Plaintiff/Petitioner(s)</div> <p style="text-align: center;">VS.</p> <p>Ticketmaster LLC <div style="text-align: right; margin-right: 100px;">Defendant/Respondent(s) (Abbreviated Title)</div></p> </p>	<p>No. <u>RG18922688</u></p> <p>Case Management Order</p> <p>Date: 04/23/2019 Time: 03:00 PM Dept: 23 Judge: Brad Seligman</p>
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ORDER re: CASE MANAGEMENT

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

FURTHER CONFERENCE

A further Case Management Conference is scheduled for 05/21/2019 at 03:00 PM in Dept. 23.

Counsel and self-represented litigants are reminded to check the court's register of action before appearing at any case management conference at least two days before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self-represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings postings on the website is for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management Orders are found in the Register of Action). The court may be reached at Dept.23@alameda.courts.ca.gov.

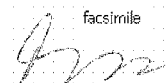
Plaintiff and Defense Counsel shall file Updated Case Management Statements (preferably joint) in compliance with CRC § 3.725, preferably on pleading paper rather than on Judicial Council Form CM-110, no later than five (5) court days prior to the CMC. **PARTIES ARE STRONGLY ENCOURAGED TO SERVE COURTESY COPIES ON THE COURT BECAUSE OF DELAYS IN SCANNING AS A RESULT OF BUDGET SHORTFALLS IN ALAMEDA COUNTY.**

NOTICES

Counsel for Plaintiff(s) must forthwith serve a copy of this order on all counsel of record and self-represented parties, and file proof of service.

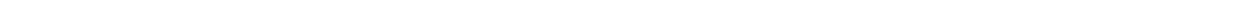
Any delay in the trial, caused by non-compliance with any order contained herein, shall be the subject of sanctions pursuant to CCP 177.5.

Dated: 04/23/2019



facsimile

Judge Brad Seligman



Dkt. 24

Filed: May 2, 2019

Further Joint Status Report

1 LATHAM & WATKINS LLP
 Daniel M. Wall (Bar No. 102580)
 2 *dan.wall@lw.com*
 Timothy L. O'Mara (Bar No. 212731)
 3 *tim.o'mara@lw.com*
 Christopher Campbell (Bar No. 254776)
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 505 Montgomery Street, Suite 2000
 5 San Francisco, California 94111-6538
 Telephone: +1.415.391.0600
 6 Facsimile: +1.415.395.8095

7 *Attorneys for Defendant Ticketmaster LLC*

8 [Additional Counsel Listed on Signature Page]

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**SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

**FILED BY FAX
 ALAMEDA COUNTY**

May 02, 2019

**CLERK OF
 THE SUPERIOR COURT
 By Cheryl Clark, Deputy**

**CASE NUMBER:
 RG18922688**

MAHMOUD AMERI, and ERIN OUBORG,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

v.

TICKETMASTER LLC, and DOES 1-10,
 inclusive,

Defendants.

Case No. RG18922688

FURTHER JOINT STATUS REPORT

ASSIGNED FOR ALL PURPOSES TO:

JUDGE BRAD SELIGMAN

DEPARTMENT 23

Date action filed: Sept. 28, 2018

Date action removed: Nov. 7, 2018

Date action remanded: Apr. 1, 2019

1 Pursuant to the Joint Report Regarding Status of Removal filed on April 18, 2019,
 2 Defendant Ticketmaster LLC ("Ticketmaster") and Plaintiffs Mahmoud Ameri and Erin Ouborg
 3 ("Plaintiffs") hereby submit the following Further Joint Status Report.

4 The parties have met and conferred and reached an agreement to resolve the enforceability
 5 of the arbitration agreement before an arbitrator. The parties have further agreed to the following
 6 mechanism to allow the parties to begin the arbitration process: (i) Ticketmaster will remove the
 7 case to federal court on the basis of diversity jurisdiction under the Class Action Fairness Act (and
 8 Plaintiffs will retain any existing right to challenge the propriety of removal should the arbitration
 9 proceeding result in further litigation in court), and (ii) the parties will stipulate to stay further
 10 proceedings in federal court until the conclusion of the arbitration proceeding.

11 In light of Ticketmaster's intent to remove the case, the parties believe it would be most
 12 efficient to cancel the case management conference currently set for May 21, 2019.

14 Dated: May 2, 2019

Respectfully Submitted,
 LATHAM & WATKINS LLP


17 By: 
 Christopher Campbell (Bar No. 254776)

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 San Francisco, California 94111-6538
 Telephone: +1.415.391.0600
 Facsimile: +1.415.395.8095
 christopher.campbell@lw.com

Attorneys for Defendant Ticketmaster LLC

23 Dated: May 2, 2019

AIMAN-SMITH & MARCY

24 By: 
 25 Randall B. Aiman-Smith (Bar No. 124599)
 26 Reed W.L. Marcy (Bar No. 191531)
 27 Hallie Von Rock (Bar No. 233152)
 Carey A. James (Bar No. 269270)
 Brent A. Robinson (Bar No. 289373)

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*Attorneys for Plaintiffs Mahmoud Ameri and
Erin Ouborg*

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PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

On May 2, 2019, I served the following documents described as:

FURTHER JOINT STATUS REPORT

by serving true copies of the above-described documents in the following manner:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or package containing the above-described documents and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service:


Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Carey A. James
Brent A. Robinson

7677 Oakport Street, Suite 1150
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ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

*Attorneys for Plaintiff's Mahmoud Ameri and
Erin Ouborg*

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 2, 2019, at San Francisco, California.



Wendy E. Edwards

Dkt. 25

Filed: May 14, 2019

**Joint Updated Case
Management Statement**

1 LATHAM & WATKINS LLP
 Daniel M. Wall (Bar No. 102580)
 2 *dan.wall@lw.com*
 Timothy L. O'Mara (Bar No. 212731)
 3 *tim.o'mara@lw.com*
 Christopher Campbell (Bar No. 254776)
 4 *christopher.campbell@lw.com*
 505 Montgomery Street, Suite 2000
 5 San Francisco, California 94111-6538
 Telephone: +1.415.391.0600
 6 Facsimile: +1.415.395.8095

FILED BY FAX
 ALAMEDA COUNTY
 May 14, 2019
 CLERK OF
 THE SUPERIOR COURT
 By Milagros Cortez, Deputy
 CASE NUMBER:
RG18922688

7 *Attorneys for Defendant Ticketmaster LLC*

8 [Additional Counsel Listed on Signature Page]

9

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SUPERIOR COURT OF CALIFORNIA

11

FOR THE COUNTY OF ALAMEDA

12

13 MAHMOUD AMERI, and ERIN OUBORG,
 14 individually and on behalf of all others
 similarly situated,

Case No. RG18922688

15

Plaintiffs,

**JOINT UPDATED CASE
MANAGEMENT STATEMENT**

16

v.

ASSIGNED FOR ALL PURPOSES TO:

17

TICKETMASTER LLC, and DOES 1-10,
 18 inclusive,

JUDGE BRAD SELIGMAN

18

Defendants.

DEPARTMENT 23

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* * *

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Date action filed: Sept. 28, 2018

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Date action removed: Nov. 7, 2018

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Date action remanded: Apr. 1, 2019

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Pursuant to the Court’s April 23, 2019 Case Management Order and California Rules of Court § 3.725, Defendant Ticketmaster LLC (“Ticketmaster”) and Plaintiffs Mahmoud Ameri and Erin Ouborg (“Plaintiffs”) (collectively, the “parties”) hereby submit the following Joint Updated Case Management Statement.

As set forth in the May 2, 2019 Further Joint Status Report, the parties have met and conferred and reached an agreement to resolve the enforceability of the arbitration agreement before an arbitrator. The parties have further agreed to the following mechanism to allow the parties to begin the arbitration process: (i) Ticketmaster will remove the case to federal court on the basis of diversity jurisdiction under the Class Action Fairness Act (and Plaintiffs will retain any existing right to challenge the propriety of removal should the arbitration proceeding result in further litigation in court), and (ii) the parties will stipulate to stay further proceedings in federal court until the conclusion of the arbitration proceeding.

Because Ticketmaster will remove the case before the case management conference on May 21, 2019, the parties believe it would be appropriate to cancel the conference.

[Signatures on following page]

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Dated: May 14, 2019

Respectfully Submitted,

LATHAM & WATKINS LLP

By: 

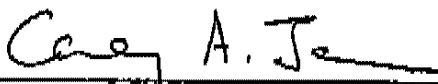
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Facsimile: +1.415.395.8095
christopher.campbell@lw.com

Attorneys for Defendant Ticketmaster LLC

Dated: May 14, 2019

AIMAN-SMITH & MARCY

By: 

Randall B. Aiman-Smith (Bar No. 124599)
Reed W.L. Marcy (Bar No. 191531)
Hallie Von Rock (Bar No. 233152)
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*Attorneys for Plaintiffs Mahmoud Ameri and
Erin Ouborg*

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PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111-6538.

On May 14, 2019, I served the following documents described as:

JOINT UPDATED CASE MANAGEMENT STATEMENT

by serving true copies of the above-described documents in the following manner:

BY U.S. MAIL

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service. Under that practice, documents are deposited with the Latham & Watkins LLP personnel responsible for depositing documents with the United States Postal Service; such documents are delivered to the United States Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid. I deposited in Latham & Watkins LLP's interoffice mail a sealed envelope or package containing the above-described documents and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for mailing with the United States Postal Service:

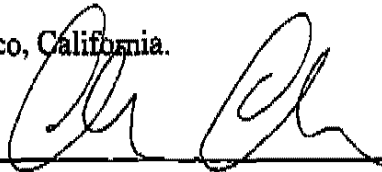
Randall B. Aiman-Smith
Reed W.L. Marcy
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hvr@asmlawyers.com
caj@asmlawyers.com
bar@asmlawyers.com

*Attorneys for Plaintiffs Mahmoud Ameri and
Erin Ouborg*

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 14, 2019, at San Francisco, California.



Andrea J. Casalett

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MAHMOUD AMERI, and ERIN OUBORG, each individually and on behalf of all others similarly situated.

(b) County of Residence of First Listed Plaintiff Alameda County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Randall B. Aiman-Smith of Aiman-Smith & Marcy 7677 Oakport St. Ste. 1150, Oakland, CA 94621 (510) 817-2711

DEFENDANTS

TICKETMASTER LLC and DOES 1-10, inclusive.

County of Residence of First Listed Defendant Los Angeles County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Daniel M. Wall of Latham & Watkins LLP 505 Montgomery Street, Ste. 2000, San Francisco, CA 94111-6538 (415) 391-0600

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options like 'Citizen of This State', 'Citizen of Another State', 'Citizen or Subject of a Foreign Country', 'Incorporated or Principal Place of Business In This State', etc.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes specific codes and descriptions for each category.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(d), 1446, 1453 Brief description of cause: This is a putative class action lawsuit asserting causes of action under California law, removed pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d).

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Chhabria DOCKET NUMBER 3:18-cv-05987-VC

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 05/15/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Daniel M. Wall

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ticketmaster Sued Over Allegedly Anticompetitive Ticket Resale Practices](#)
