FERNALD LAW GROUP LLP 1 RACHEL D. STANGER (BAR NO. 200733) BRANDON C. FERNALD (BAR NO. 222429) 2 **PAUL W. SANDE (BAR NO. (296357)** 510 W 6th St. Suite 700 3 Los Angeles, CA 90014 Telephone: (323) 410-0300 APR 23 2015 4 Facsimile: (323) 410-0330 Sherri R. Carter, Executive Officer/Clerk rachel.stanger@fernaldlawgroup.com E-Mail: 5 By: Judi Lara, Deputy brandon.fernald@fernaldlawgroup.com paul@fernaldlawgroup.com 6 Attorneys for Plaintiff Abigail Drake and members of the 7 proposed Class 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF LOS ANGELES 10 BC 5 7 9 6 2 4 11 Case No. 12 ABIGAIL DRAKE, individually, and on behalf of all others similarly situated, 13 **CLASS ACTION** Plaintiff, 14 COMPLAINT FOR DAMAGES AND 15 INJUNCTIVE RELIEF FOR: ٧. 16 (1) Unjust Enrichment (2) Restitution (Civil Code § 3275) 17 (3) Violations of the Consumer Legal Remedies Act (Civil Code § 1750, et GOLDENVOICE, LLC., a California 18 limited liability company; COACHELLA (4) Violations of the Unfair Competition MUSIC FESTIVAL, LLC, a California 19 Law (Bus. & Prof. Code § 17200, et limited liability company; FRONT GATE TICKETS SOLUTIONS, INC. a Texas seq.) 20 corporation: FRONT GATE TICKETING SOLUTIONS, LLC, a Texas limited 21 liability company; and DOES 1-10, inclusive. 22 Defendants. 23 24 25 26 27

28

COMBINE SEEPERS IN MEDICAL SEEPERS

1. Plaintiff Abigail Drake ("Plaintiff"), by and through her counsel, brings this action on behalf of herself and members of the proposed Class against Defendants Goldenvoice, LLC ("Goldenvoice"), Coachella Music Festival, LLC ("CMF"); Front Gate Tickets Solutions, Inc. and Front Gate Ticketing Solutions, LLC (collectively "Front Gate") (Goldenvoice, CMF and Front Gate collectively, "Defendants"), and, except for information based on her own personal knowledge, alleges on information and belief based on the investigation conducted by her counsel as well as those facts that are a matter of public record, as follows:

INTRODUCTION

2. This lawsuit seeks redress on behalf of thousands of would-be attendees at music festivals, including Coachella, Stagecoach, First City and Fire Fly to name only a few. In an effort to expand their customer base, Defendants implemented a layaway plan option for the purchase of tickets to these and other festivals. Pursuant to this option, would-be festival attendees are required to make an initial "downpayment" followed by 2 or more installment payments in order to complete the purchase of their tickets. If a payment is missed for any reason, all amounts paid through the date of default are forfeited. This forfeiture constitutes an illegal penalty under California law and further violates California's Consumer Legal Remedies Act and Unfair Competition Law. This lawsuit seeks an injunction putting an end to Defendants' practice as well as the return these forfeited payments to class members.

THE PARTIES

- 3. Plaintiff is an individual who at all times relevant herein resided in Los Angeles County, California.
- 4. Upon information and belief, Goldenvoice is a California corporation doing substantial business in Los Angeles County, California.
- 5. Upon information and belief, Coachella Music Festival, LLC is a California Corporation doing substantial business in Los Angeles County, California.
- 6. Upon information and belief, Front Gate Tickets Solutions, Inc. is a Texas corporation doing substantial business in Los Angeles County, California.

7. Upon information and belief, Front Gate Ticketing Solutions, LLC is a Texas limited liability company doing substantial business in Los Angeles County, California.

- 8. Plaintiff is ignorant of the true names and capacities of defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their names and capacities when they have been ascertained. On information and belief, each of the fictitiously named defendants is at all relevant times responsible in some manner for the occurrences alleged in this complaint. The alleged acts and/or omissions are a direct and proximate cause of Plaintiff's injuries.
- 9. Plaintiff is informed and believes, and on that basis alleges, that all defendants, including the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners and/or joint venturers and employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, join venture, conspiracy and/or enterprise, and with the express and/or implied permission, knowledge, consent, authorization and ratification of their co-defendants.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the entire action by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court. The acts and omissions complained of in this action took place, in whole or in part, in the State of California. Venue is proper because the acts and/or omissions complained of took place, in whole or in part, within the venue of this Court.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

11. In an effort to increase conversions and attendance at music festivals in California and elsewhere, Defendants implemented a new layaway option for the purchase of festival tickets. An example of the layaway option is the Stagecoach festival scheduled to take place in Indio, California over the weekend of April 24, 2015. According to the layaway option for this event,

50% DOWN + remaining 50% payment due the first week of December. (Valid through November 16th) Selecting the payment plan will allow you to pay 50% of your order total as your first payment, with the remaining total due the first week of December.

- 12. If, however, payments are not timely made, the entire amount paid is forfeited: "If your payment is not made in full by the 10th day after the initial charge is run your order WILL BE CANCELLED and you will forfeit all monies paid up to that point to offset your default."
- 13. Upon information and belief, upon default and forfeiture, Defendants simply resell the ticket, pocketing all of the prior, forfeited, payments toward the ticket, as well as the amount collected from the final purchaser of the ticket.
- 14. Defendants' forfeiture policy has resulted in numerous online complaints by customers who have lost almost the entire purchase price for their ticket, as a result of missing one payment.
- 15. On or about May 16, 2014, Plaintiff purchased two tickets and a camping pass for the first weekend of the 2015 Coachella Valley Music and Arts Festival in Indio, California. The total price for the tickets and pass was \$850.00.
- 16. Plaintiff selected the payment plan option for the purchase, which allowed her to pay an initial downpayment of \$167.00, followed by two monthly installments of \$116.90 (due July 1 and August 1, respectively), and four monthly installments of \$108.55 (due September 2, October 1, November 2 and December 1, respectively).
 - 17. Plaintiff used her Chase Bank credit card for the purchase.
- 18. By October 2014, four payments had been charged to Plaintiff's card, in addition to the downpayment, for a total of \$617.90.
- 19. Unfortunately, someone obtained Plaintiff's credit card information and made several fraudulent charges to the card in or about October 2014. As a result, Chase Bank reissued the card with a new account number.
- 20. As a result, and unbeknownst to Plaintiff, what would have been the 5th payment toward the purchase of the Coachella tickets was rejected.
- 21. Defendants thereafter seized the entire \$617.90 paid toward the tickets and camping pass.

- 22. Plaintiff did not discover the forfeiture until March of 2015 when her friends began receiving their Coachella tickets in the mail. When Plaintiff checked on the status of her tickets, she discovered the default and learned that Defendants had seized all of her payments toward the tickets.
- 23. Even after contacting Defendants and explaining her situation, Defendants refused to refund any of the prior payments.
- 24. Upon information and belief, Defendants had long since resold Plaintiff's tickets and parking pass to another customer. As a result, Defendants not only received \$617.90 from Plaintiff for the tickets, Defendants also received the revenue from the ultimate purchase of the tickets and camping pass.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on her own behalf and on behalf of all persons similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent the following class:

All persons who attempted to purchase festival passes or pass combinations (e.g., admittance, camping, etc.) from Defendants through the payment plan option described herein and forfeited their payments as a result of a default under the payment plan ("Class").

- 26. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' respective officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.
- 27. Plaintiff's claims are typical of the claims of the Class. Plaintiff is a member of the Class she seeks to represent. Plaintiff is a member of a class of consumers, and the members of this class of consumers were similarly situated and similarly affected by Defendants' alleged conduct, and incurred similar damage, as alleged in this complaint, as a result of the conduct of Defendants. Members of the Class are ascertainable from Plaintiff's description of the Class and/or Defendants' records and/or records of third parties accessible through discovery.

- 28. Common questions of law and fact impact the rights of each member of the class and a common remedy by way of permissible damages, restitutionary disgorgement and/or injunctive relief is sought for the Class.
- 29. There are numerous and substantial questions of law and fact common to all members of the class which will predominate over any individual issues. These common questions of law and fact include, without limitation:
- a. Whether the payment plan described herein is void under California law as an illegal penalty;
- b. Whether the payment plan described herein contains a void liquidated damages clause in violation of California law;
- c. Whether Defendants engaged in unfair, unlawful or fraudulent business practices;
 - d. Whether Defendant violated the Consumer Legal Remedies Act; and
- e. Whether Defendant was unjustly enriched as a result of confiscating payments made toward the purchase of tickets based on a singular default under the payment plan.
- 30. The representative Plaintiff will fairly and adequately represent the members of the Class and has no interests which are antagonistic to the claims of the Class. Plaintiff has retained counsel who are competent and experienced in consumer class action litigation.
- 31. Plaintiff and the Class members have all suffered and will continue to suffer harm and damages due to Defendants' wrongful conduct. A class action is superior to other methods for the fair and efficient adjudication of the subject controversy. Absent a class action, most proposed Class members will likely find the cost of litigating their individual claims to be prohibitive and will have no effective remedy at all. Therefore, absent a class action the proposed Class members' injuries will not be redressed and Defendants' misconduct will proceed without remedy.
- 32. Class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and litigants and promotes consistency and efficiency of adjudication.

- 5 -

- 33. The persons in the class are so numerous that joinder of all such persons individually in this case is impracticable.
- 34. Defendants have acted on grounds generally applicable to the entire class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the class as a whole. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Defendants.
- 35. Without a class action, Defendants will likely retain the benefit of their wrongdoing and will continue a course of action, which will result in further damages to Plaintiff and the Class. Plaintiff envisions no difficulty in the management of this action as a class action.

FIRST CAUSE OF ACTION

(Unjust Enrichment)

- 36. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 35 as though fully set forth herein.
- 37. Defendants have received a benefit at the expense of Plaintiff and plaintiff Class members.
- 38. Plaintiff and plaintiff Class members forfeited all payments made toward the purchase of tickets sold by Defendants pursuant to Defendants' payment plan.
- 39. The forfeited payments are well in excess of the harm, if any, suffered by Defendants as a result of Plaintiff's or plaintiff Class members' purported defaults under the payment plan.
- 40. As a direct and proximate result of the forfeitures described herein, Defendants have collected payments for tickets well in excess of the price at which the tickets are offered for sale, and Plaintiff and plaintiff Class members are thereby entitled to restoration of their forfeited monies.
- 41. Defendants' conduct, as alleged herein, was carried out willfully, intentionally, and with oppression, malice and fraud and was carried out with a conscious disregard of Plaintiff's

1	rights and the rights of the Class. As a result, Plaintiff and the plaintiff Class are entitled to punitive		
2	damages.		
3		SECOND CAUSE OF ACTION	
4		(Restitution—Civil Code §3275)	
5	42.	Plaintiff realleges and incorporates by reference the allegations contained in	
6	Paragraphs 1 through 41 as though fully set forth herein.		
7	43.	As a direct and proximate result of the terms of Defendants' payment plan, Plaintiff	
8	and plaintiff Class members have suffered a forfeiture within the meaning of California Civil Code		
9	section 3275.		
10	44.	Upon information and belief, Defendants suffered no harm as a result of the fact that	
11	Defendants resold Plaintiff's and plaintiff Class members' tickets.		
12	45.	Plaintiff and plaintiff Class members are entitled to full restitution of amounts paid	
13	to Defendants.		
14		THIRD CAUSE OF ACTION	
15		(Consumers Legal Remedies Act, Civil Code §§ 1750, et seq.)	
16	46.	Plaintiff realleges and incorporates by reference the allegations contained in	
17	Paragraphs 1 through 45 as though fully set forth herein.		
18	47.	This cause of action is brought pursuant to the Consumers Legal Remedy Act, Cal.	
19	Civ. Code §§ 1750, et seq. ("CLRA").		
20	48.	The CLRA applies to Defendants' actions and conduct described herein because it	
21	extends to transactions that are intended to result in the sale of goods or services to consumers.		
22	49.	Plaintiff and members of the Class are "consumers" within the meaning of Cal. Civ.	
23	Code § 1761(d).		
24	50.	The products that Plaintiff and each member of the Class purchased from	
25	Defendants are either "goods" or "services" within the meaning of Cal. Civ. Code §§ 1761(a) and		
26	(b).		
27			
20			

- Defendants have violated and continues to violate the CLRA in at least the following Representing that a transaction confers or involves rights, remedies, or
- obligations which it does not have or involve, or which are prohibited by law. (Cal. Civ. Code
- Inserting an unconscionable provision in the contract. (Cal. Civ. Code
- Plaintiff requests that this Court enjoin Defendants from continuing to employ the unlawful methods, acts and practices alleged above, pursuant to Cal. Civ. Code § 1780(a)(2). Unless Defendants are permanently enjoined from continuing to engage in such violation of the CLRA, future consumers of Defendants' products will be damaged by Defendants' acts and practices in the same way as have Plaintiff and members of the Class.
- Plaintiff and members of the Class are not seeking damages for this claim at this time. Plaintiff and members of the Class will seek damages pursuant to Cal. Civ. Code § 1782 if Defendants do not correct, repair, replace or otherwise rectify the wrongful practices complained of herein within 30 days from the service of this Complaint.
- Notice Pursuant to California Civil Code § 1782: Plaintiff hereby demands that within thirty (30) days of service of this Complaint, Defendants correct, repair, replace or otherwise rectify the wrongful practices complained of herein for the entire Class pursuant to California Civil Code § 1770. Failure to do so will result in Plaintiff amending this Complaint to seek damages for such wrongful practices pursuant to California Civil

FOURTH CAUSE OF ACTION

(Statutory Unfair Competition, Cal. Bus. & Prof. Code §§ 17200, et seq.)

Plaintiff realleges and incorporates by reference the allegations contained in

- 56. Defendants' conduct as alleged herein constitutes unfair competition in that such acts were and are unlawful, unfair, deceptive and/or fraudulent business acts or practices in violation of California Business & Professions Code §§ 17200, *et seq.* (the "UCL").
- 57. Defendants violated and continue to violate the UCL through one or more of the following unlawful practices:
- a. Utilizing installment contracts in violation of the Unruh Act, Civil Code §§ 1801 *et seq.*;
- b. Utilizing installment contracts containing void provisions in violation of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*,
- c. Utilizing consumer installment purchase contracts containing provisions that are void under Civil Code §1671(d);
- d. Utilizing forfeiture provisions in consumer installment purchase contracts in violation of Civil Code §3275; and
- e. Violating the other statutes and common law causes of action as alleged in the instant Complaint.
- 58. Defendants violated and continue to violate the UCL through one or more of the following unfair and/or fraudulent practices;
- a. Confiscating Plaintiff's and plaintiff Class members' payments as described herein; and
 - b. Failing to remedy Plaintiff and Class members' resulting losses.
- 59. As a direct and proximate result of Defendants' unfair, deceptive and illegal business practices, Plaintiff and members of the plaintiff Class have suffered injury in fact and have lost money.
- 60. Defendants, through their acts of unfair and unlawful conduct have acquired money from Plaintiff and plaintiff Class members in the form of payments toward the purchase of tickets to music festivals and performances. Thus, Plaintiff and plaintiff Class members request

1	that this Court restore this money to them in the form of restitutionary disgorgement, to enjoin			
2	Defendants from continuing to violate Cal. Bus. & Prof. Code §§ 17200, et seq.			
3	PRAY	PRAYER FOR RELIEF		
4	WHEREFORE Plaintiff prays for	judgment against Defendants, and each of them, on her		
5	behalf and on behalf of the Class as follows:			
6	1. Damages in an amount to be determined at trial;			
7	2. Punitive damages in an amount to be determined at trial.			
8	3. Restitutionary disgorgement in an amount to be determined at trial;			
9	4. A permanent injunction enjoining Defendants from violating the UCL, and the			
10	Consumers Legal Remedies Act with respect to the use of installment contracts containing			
11	forfeiture clauses;			
12	5. The costs of suit, including but not limited to, attorneys' fees as allowed by law;			
13	6. Prejudgment and post-judgment interest as allowed by law; and			
14	7. Such other and further reli	ach other and further relief, in law or in equity, as the Court may deem just and		
15	proper.			
16 17				
18	DATED: April 23, 2015	RACHEL D. STANGER		
19		BRANDON C. FERNALD PAUL W. SANDE		
20		FERNALD LAW GROUP LLP		
21		,		
22				
23		By:		
24		Brandon C. Fernald		
25		Attorneys for Plaintiff Abigail Drake and members		
26		of the proposed Class		
27				
28		- 10 -		
DOCUMENT PREPARED ON RECYCLED PAPER				