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 Superior Court Of California
 County Of Los Angeles

APR 23 2015

Sherril R. Carter, Executive Officer/Clerk
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Attorneys for Plaintiff Abigail Drake and members of the
 proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

BC 5 79 6 2 4

ABIGAIL DRAKE, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

GOLDENVOICE, LLC., a California
 limited liability company; COACHELLA
 MUSIC FESTIVAL, LLC, a California
 limited liability company; FRONT GATE
 TICKETS SOLUTIONS, INC. a Texas
 corporation; FRONT GATE TICKETING
 SOLUTIONS, LLC, a Texas limited
 liability company; and DOES 1-10,
 inclusive,

Defendants.

Case No.

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
 INJUNCTIVE RELIEF FOR:**

- (1) Unjust Enrichment
- (2) Restitution (Civil Code § 3275)
- (3) Violations of the Consumer Legal Remedies Act (Civil Code § 1750, et seq.)
- (4) Violations of the Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)

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

9
10 **INTRODUCTION**

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

21 **THE PARTIES**

22 3. Plaintiff is an individual who at all times relevant herein resided in Los Angeles
23 County, California.

24 4. Upon information and belief, Goldenvoice is a California corporation doing
25 substantial business in Los Angeles County, California.

26 5. Upon information and belief, Coachella Music Festival, LLC is a California
27 Corporation doing substantial business in Los Angeles County, California.

28 6. Upon information and belief, Front Gate Tickets Solutions, Inc. is a Texas
corporation doing substantial business in Los Angeles County, California.

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

3 8. Plaintiff is ignorant of the true names and capacities of defendants sued as Does 1
4 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will
5 amend this complaint to allege their names and capacities when they have been ascertained. On
6 information and belief, each of the fictitiously named defendants is at all relevant times responsible
7 in some manner for the occurrences alleged in this complaint. The alleged acts and/or omissions
8 are a direct and proximate cause of Plaintiff's injuries.

9 9. Plaintiff is informed and believes, and on that basis alleges, that all defendants,
10 including the fictitious Doe defendants, were at all relevant times acting as actual agents,
11 conspirators, ostensible agents, partners and/or joint venturers and employees of all other
12 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
13 employment, partnership, join venture, conspiracy and/or enterprise, and with the express and/or
14 implied permission, knowledge, consent, authorization and ratification of their co-defendants.

15 **JURISDICTION AND VENUE**

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

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

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

26 50% DOWN + remaining 50% payment due the first week of December. (Valid
27 through November 16th) Selecting the payment plan will allow you to pay 50% of
28 your order total as your first payment, with the remaining total due the first week of
December.

1 12. If, however, payments are not timely made, the entire amount paid is forfeited: “If
2 your payment is not made in full by the 10th day after the initial charge is run your order WILL BE
3 CANCELLED and you will forfeit all monies paid up to that point to offset your default.”

4 13. Upon information and belief, upon default and forfeiture, Defendants simply resell
5 the ticket, pocketing all of the prior, forfeited, payments toward the ticket, as well as the amount
6 collected from the final purchaser of the ticket.

7 14. Defendants’ forfeiture policy has resulted in numerous online complaints by
8 customers who have lost almost the entire purchase price for their ticket, as a result of missing one
9 payment.

10 15. On or about May 16, 2014, Plaintiff purchased two tickets and a camping pass for
11 the first weekend of the 2015 Coachella Valley Music and Arts Festival in Indio, California. The
12 total price for the tickets and pass was \$850.00.

13 16. Plaintiff selected the payment plan option for the purchase, which allowed her to
14 pay an initial downpayment of \$167.00, followed by two monthly installments of \$116.90 (due July
15 1 and August 1, respectively), and four monthly installments of \$108.55 (due September 2, October
16 1, November 2 and December 1, respectively).

17 17. Plaintiff used her Chase Bank credit card for the purchase.

18 18. By October 2014, four payments had been charged to Plaintiff’s card, in addition to
19 the downpayment, for a total of \$617.90.

20 19. Unfortunately, someone obtained Plaintiff’s credit card information and made
21 several fraudulent charges to the card in or about October 2014. As a result, Chase Bank reissued
22 the card with a new account number.

23 20. As a result, and unbeknownst to Plaintiff, what would have been the 5th payment
24 toward the purchase of the Coachella tickets was rejected.

25 21. Defendants thereafter seized the entire \$617.90 paid toward the tickets and camping
26 pass.

1 28. Common questions of law and fact impact the rights of each member of the class
2 and a common remedy by way of permissible damages, restitutionary disgorgement and/or
3 injunctive relief is sought for the Class.

4 29. There are numerous and substantial questions of law and fact common to all
5 members of the class which will predominate over any individual issues. These common questions
6 of law and fact include, without limitation:

7 a. Whether the payment plan described herein is void under California law as
8 an illegal penalty;

9 b. Whether the payment plan described herein contains a void liquidated
10 damages clause in violation of California law;

11 c. Whether Defendants engaged in unfair, unlawful or fraudulent business
12 practices;

13 d. Whether Defendant violated the Consumer Legal Remedies Act; and

14 e. Whether Defendant was unjustly enriched as a result of confiscating
15 payments made toward the purchase of tickets based on a singular default under the payment plan.

16 30. The representative Plaintiff will fairly and adequately represent the members of the
17 Class and has no interests which are antagonistic to the claims of the Class. Plaintiff has retained
18 counsel who are competent and experienced in consumer class action litigation.

19 31. Plaintiff and the Class members have all suffered and will continue to suffer harm
20 and damages due to Defendants' wrongful conduct. A class action is superior to other methods for
21 the fair and efficient adjudication of the subject controversy. Absent a class action, most proposed
22 Class members will likely find the cost of litigating their individual claims to be prohibitive and
23 will have no effective remedy at all. Therefore, absent a class action the proposed Class members'
24 injuries will not be redressed and Defendants' misconduct will proceed without remedy.

25 32. Class treatment of common questions of law and fact is also superior to multiple
26 individual actions or piecemeal litigation in that it conserves the resources of the courts and litigants
27 and promotes consistency and efficiency of adjudication.

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).

1 56. Defendants' conduct as alleged herein constitutes unfair competition in that such
2 acts were and are unlawful, unfair, deceptive and/or fraudulent business acts or practices in
3 violation of California Business & Professions Code §§ 17200, *et seq.* (the "UCL").

4 57. Defendants violated and continue to violate the UCL through one or more of the
5 following unlawful practices:

6 a. Utilizing installment contracts in violation of the Unruh Act, Civil Code §§
7 1801 *et seq.*;

8 b. Utilizing installment contracts containing void provisions in violation of
9 the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*,

10 c. Utilizing consumer installment purchase contracts containing provisions
11 that are void under Civil Code §1671(d);

12 d. Utilizing forfeiture provisions in consumer installment purchase contracts
13 in violation of Civil Code §3275; and

14 e. Violating the other statutes and common law causes of action as alleged in
15 the instant Complaint.

16 58. Defendants violated and continue to violate the UCL through one or more of the
17 following unfair and/or fraudulent practices;

18 a. Confiscating Plaintiff's and plaintiff Class members' payments as
19 described herein; and

20 b. Failing to remedy Plaintiff and Class members' resulting losses.

21 59. As a direct and proximate result of Defendants' unfair, deceptive and illegal
22 business practices, Plaintiff and members of the plaintiff Class have suffered injury in fact and
23 have lost money.

24 60. Defendants, through their acts of unfair and unlawful conduct have acquired
25 money from Plaintiff and plaintiff Class members in the form of payments toward the purchase of
26 tickets to music festivals and performances. Thus, Plaintiff and plaintiff Class members request
27

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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 **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 relief, in law or in equity, as the Court may deem just and
15 proper.

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18 DATED: April 23, 2015

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23 By: 

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