

NO

EXHIBITS

CASE NO. 2018CH09417

DATE: 7/25/2018

CASE TYPE: Class Action

PAGE COUNT: 21

CASE NOTE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED
7/25/2018 7:14 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2018CH09417

BRIAN McCARTER

Plaintiff

v.

EVENTBLOCKS, INC., and EXPEDIA, INC.

Defendant

2018CH09417

No. _____

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

- 0005 Administrative Review
- 0001 Class Action
- 0002 Declaratory Judgment
- 0004 Injunction

- 0007 General Chancery
- 0010 Accounting
- 0011 Arbitration
- 0012 Certiorari
- 0013 Dissolution of Corporation
- 0014 Dissolution of Partnership
- 0015 Equitable Lien
- 0016 Interpleader
- 0017 Mandamus
- 0018 Ne Exeat

- 0019 Partition
- 0020 Quiet Title
- 0021 Quo Warranto
- 0022 Redemption Rights
- 0023 Reformation of a Contract
- 0024 Rescission of a Contract
- 0025 Specific Performance
- 0026 Trust Construction
- Other (specify) _____

By: McGuire Law, P.C.

Atty. No.: 56618 Pro se 99500

Name: McGuire Law, P.C.

Atty. for: Plaintiff

Address: 55 W. Wacker Dr., 9th Fl.

City/State/Zip: Chicago, IL 60601

Telephone: (312) 893-7002

Primary Email: pgeske@mcgpc.com

Secondary Email: mmcguire@mcgpc.com

Tertiary Email: _____

Pro Se Only: I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice from the **Clerk's Office** for this case at this Email address:

FILED DATE: 7/25/2018 7:14 PM 2018CH09417

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

BRIAN McCARTER, individually and on)
behalf of a class of similarly situated)
individuals,)

Plaintiff,)

v.)

EVENTBLOCKS, INC., an Illinois)
corporation, and EXPEDIA, INC., a)
Washington corporation,)

Defendants.)

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Brian McCarter, brings this Class Action Complaint against Defendants, Eventblocks, Inc. and Expedia, Inc. (collectively, "Defendants"), to seek redress for Defendants' practice of advertising and selling hotel room reservations based on false and misleading information. Plaintiff alleges as follows based on personal knowledge as to himself and his own acts and experiences, and as to all other matters, on information and belief, including an investigation conducted by his attorneys.

NATURE OF THE ACTION

1. Defendants operate the website eventblocks.com, a hotel booking website that provides its users with the service of finding, comparing, and booking hotel rooms for scheduled events.

2. From the eventblocks.com homepage, users can search for available hotel rooms by typing in the name of a particular event or the city where an event is being held. After the user

performs the search, the user is presented with a webpage featuring the event's description, location, start and end dates, and a list of hotels near the event.

3. Defendants' website informs the user when the event is scheduled to begin and end, and then automatically populates those dates into the site's search functionality. Defendants then recommend available hotel rooms based on the event's beginning and end dates. Users can immediately book a hotel reservation for those dates from the list of featured hotels by simply clicking on a "Book Now" button.

4. However, Defendants frequently provide inaccurate event dates that do not match an event's actual start and end dates. In some instances, the dates Defendants provide are off by a week or longer, causing Plaintiff and other users to purchase travel and lodging accommodations for dates that cause them to miss the event they were planning to attend.

5. Compounding the problem, many of the hotel room reservations purchasable through Defendants' service are non-refundable. As such, many of the consumers who rely on Defendants' advertising and event information when purchasing a hotel reservation through Defendants' website are unable to obtain a refund. Instead, they are left with a reservation that is effectively useless, because it does not span the actual dates of the event for which it was purchased.

6. Defendants' false and misleading advertising has unnecessarily and unfairly cost consumers money in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 *et seq.* (the "ICFA"), and resulted in actual, concrete harm to thousands of individuals throughout the country.

7. In order to redress these injuries, Plaintiff brings this suit on his own behalf and on behalf of a nationwide class of similarly situated individuals, seeking an award of actual damages;

injunctive relief prohibiting Defendants from falsely advertising hotel room reservations based on inaccurate information; equitable relief, including the **disgorgement of any profits** that Defendants derived from their misconduct; and an award of reasonable attorneys' fees and costs.

PARTIES

8. Plaintiff is a natural person and a resident of Wisconsin.

9. Defendant Eventblocks, Inc. ("Eventblocks") is an Illinois corporation with its principal place of business located in Chicago, Illinois. Defendant owns and operates the hotel booking website eventblocks.com, through which it advertises the sale of hotel rooms for events held around the world, and invites users to book such hotel rooms for those events.

10. Defendant Expedia, Inc. ("Expedia") is a Washington corporation with its principal place of business located in Olympia, Washington. Defendant sells hotel rooms through the website eventblocks.com and remits a percentage of each sale originating through the website to Eventblocks.

JURISDICTION AND VENUE

11. This Court has specific personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209(a), because Plaintiff's claims arise out of Defendants' transaction of business within this State. Plaintiff's claims thus arise out of Defendants' unlawful in-state actions. Further, Defendants do business within this state such that they have sufficient minimum contacts with Illinois and/or have purposely availed themselves of Illinois markets to make it reasonable under the Illinois Constitution and U.S. Constitution for this Court to exercise jurisdiction over Defendants.

12. The Court also has general personal jurisdiction over Defendant Eventblocks pursuant to 735 ILCS 5/2-209(b), because Eventblocks is a corporation organized under the laws of this State and headquartered within this State.

13. Venue is proper in this Court under 735 ILCS 5/2-101 because at least one of Defendants resides in Cook County and because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Cook County, as Plaintiff purchased a hotel room in Chicago from Defendants for the "Taste of Chicago," an event which took place in Cook County.

ALLEGATIONS OF FACT COMMON TO ALL COUNTS

14. Through their website, eventblocks.com, Defendants provides website users with the ability to search for hotel rooms at or near specific events held virtually anywhere in the world.

15. On the eventblocks.com home page, Defendants tout their service as offering the "Best Hotel Deals at Events Around the World," with "The Largest Collection of Event Hotels and Group Travel Specials." (See Figure 1, below).



(Figure 1)

16. In April 2015, Eventblocks partnered with Expedia to promote a larger selection of hotel deals to eventblocks.com users. The eventblocks.com website currently states that it is "powered by" Expedia's web-based platform.

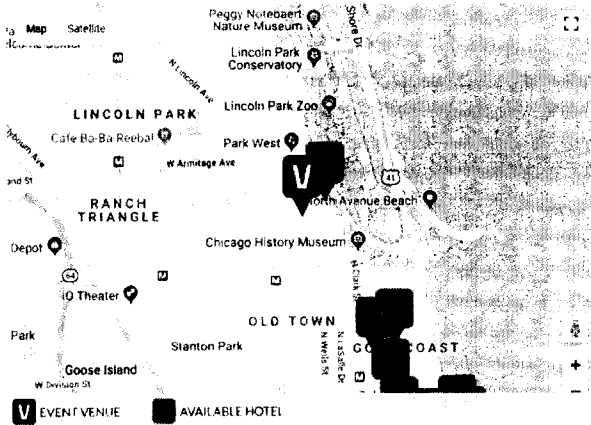
17. Expedia operates a more established travel network that offers consumers a wide array of travel deals, including airline flights, hotels, and car rentals. Expedia's network allows Eventblocks' users to compare private event hotel deals that would otherwise not be available to them.

18. A user of eventblocks.com can enter or select the name of a desired event from the website's homepage and enter the number of rooms he or she will need. From there, he or she can easily proceed to booking a hotel reservation for that event.

19. Once the user selects the event, they are directed to a webpage displaying detailed information about the event, including a description of the event, the event's location, and a list of hotels available near the event. Defendants' website automatically provides the dates needed to book a hotel reservation for the event the user is planning to attend.

20. Unbeknownst to eventblocks.com users, however, Defendants frequently display the incorrect dates for when an event is scheduled to occur, and Defendants promote, advertise, and sell hotel reservations based on the incorrect dates.

21. For example, through their website, Defendants advertised and sold hotel reservations for a Chicago-based event called the Old Town Art Fair. Defendants represented that the event was scheduled to begin on June 11 and end on June 12, 2018. (See Figure 2, below).



OLD TOWN ART FAIR

START DATE	END DATE
06/11/2018	06/12/2018
LOCATION	VENUE
Chicago, IL	Old Town Triangle Art Center

EVENT DESCRIPTION

Old Town Art Fair begins on June 11, 2018 and will take place at Old Town Triangle Art Center in Chicago, IL. We expect a moderate-to-high impact on Chicago hotel rates near Old Town Triangle Art Center due to increased demand from this event, and recommend booking in advance to secure the lowest price. Browse below to...

GROUP HOTEL RATES

We haven't found any Group Rates for this event, but take a look at the great nearby hotel options we found below.

(Figure 2)

22. In reality, however, these dates were inaccurate. The 2018 Old Town Art Fair actually took place on June 9th and June 10th.¹ As such, booking a hotel room reservation for June 11th through eventblocks.com would result in completely missing the event.

23. Similarly, Defendants advertised and sold hotel reservations for a conference titled “Big Data in Finance Chicago” for the incorrect dates of May 23 and May 24, 2018. This event actually took place on May 8, 2018 and May 9, 2018.²

24. Defendants’ wrongful conduct in these instances is not isolated. Rather, it is a consistent pattern. Defendants have advertised and sold hotel reservations for numerous events based on inaccurate start and end dates, including for the “Lincoln Park Wine Fest,” the “Chicago Sketch Comedy Festival,” “TedXUoflChicago,” and “RibFest Chicago.” These examples are just

¹ See <http://www.oldtownartfair.org/>.

² Big Data Finance’s correct dates found at <https://10times.com/big-data-in-finance>

FILED DATE: 7/25/2018 7:14 PM 2018CH09417

from Chicago alone, and do not include the many other cities where Defendants advertise and sell hotel room reservations for specific events.

25. Because Defendants' website automatically populates the start and end dates for an event once the name of that event is entered, Defendants' failure to display and input the correct dates—and their practice of using misleading and inaccurate dates in the sale of hotel room reservations—is a deceptive business practice.

26. Defendants' practice of falsely and inaccurately publicizing the dates for events when promoting hotel reservations for those same events has harmed the consumers who use Defendants' website. In addition to imposing burdensome and unnecessary costs associated with canceling or changing reservations, Defendants' practices render many consumers' reservations useless and cause them to waste hundreds, if not thousands, of dollars for lodging and travel accommodations.

27. Moreover, many hotel room reservations through Defendants' website are non-refundable purchases. Consumers, like Plaintiff, who purchased these non-refundable reservations are not only likely to have missed the event they were hoping to attend—they are unable to obtain a refund even after they discovery Defendants' errors.

Facts Specific to Plaintiff

28. In or about June 2018, Plaintiff accessed the eventblocks.com website to look for a hotel reservation for a trip to Chicago where he hoped to attend the 2018 Taste of Chicago food and music festival.

29. After entering and selecting the "Taste of Chicago" from the eventblocks.com homepage, Defendants' website automatically populated the event's start and end dates and displayed a list of hotel reservations available on those dates. As shown in Figure 3 below,

Defendants represented to Plaintiff that the Taste of Chicago was scheduled to begin on July 4th and was to end on July 8th, 2018.

The screenshot shows the Everblocks website interface. At the top left is the logo for 'ever blocks THE EVENT HOTEL EXPERTS'. To the right are logos for 'POWERED BY Expedia' and 'REVIEWED BY TripAdvisor'. Below these are navigation links: 'HOTEL SEARCH', 'EVENT CALENDAR', 'GROUP RESERVATIONS', and 'MANAGE RESERVATIONS'. The main content area is titled 'TASTE OF CHICAGO'. It displays the following information:

START DATE	END DATE
07/04/2018	07/08/2018
LOCATION	VENUE
Chicago, IL	Grant Park

Below this is an 'EVENT DESCRIPTION' section which reads: 'Taste of Chicago in Chicago, IL is a 4 day event running from July 4, 2018 through July 8, 2018. Taste of Chicago will be held at Grant Park and is expected to have a moderate-to-high impact on Chicago hotel rates. Browse the results below to find the best hotel deals and guaranteed lowest rates near Taste of Chicago.'

There is also a 'GROUP HOTEL RATES' section with the text: 'We haven't found any Group Rates for this event, but take a look at the great nearby hotel options we found below.'

At the bottom of the screenshot, there are links for 'CHANGE HOTEL SEARCH' and 'HOTELS NEAR TASTE OF CHICAGO'. The website URL 'everblocks.com' is visible in the footer.

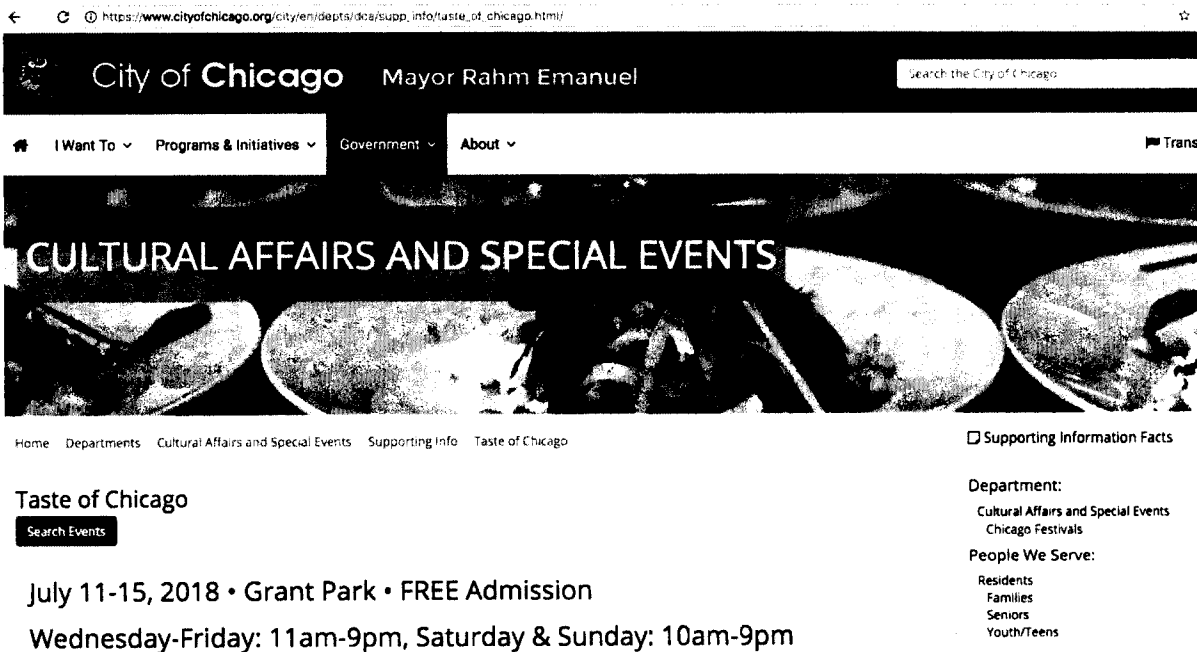
(Figure 3)

30. After reviewing the list of available hotels that Defendants recommended for the dates of the Taste of Chicago, Plaintiff booked a stay at a hotel in downtown Chicago from Defendants for July 6th through July 7th, 2018.

31. Plaintiff's reservation was a non-refundable reservation and cost several hundred dollars.

32. Plaintiff received a confirmation message from Defendants shortly after his purchase, outlining the details of his reservation. The confirmation message included Plaintiff's itinerary number, the name of his hotel with the room details, his check in and out dates, and the event name.

33. Unbeknownst to Plaintiff, however, the Taste of Chicago was not scheduled to occur on July 4th through the 8th. Rather, it was actually scheduled to begin on July 11th and end on July 15th. (See Figure 4, below).



(Figure 4)

34. As such, the Taste of Chicago would not even begin until four days *after* Plaintiff's reservation ended.

35. When Plaintiff purchased a hotel reservation through Defendants, he relied on and was deceived by Defendants' misrepresentations as to the dates when the Taste of Chicago was **scheduled to occur.**

36. Defendants' false information caused Plaintiff to purchase a non-refundable hotel reservation that was virtually useless, as Plaintiff could not use it for the purpose for which he bought it—to have lodging during the Taste of Chicago.

37. Despite repeated instances of misinforming their users, Defendants' policy is that if a user books a reservation at a non-refundable rate, then the user "will not be eligible for a refund in the event of cancellation."

CLASS ACTION ALLEGATIONS

38. Pursuant to 735 ILCS 5/2-801, Plaintiff brings this action on behalf of a nationwide class with two subclasses defined as follows:

The Class: All persons in the United States and its Territories who, during the applicable limitations period, purchased a hotel room reservation or other temporary lodging accommodation for an event; through eventblocks.com; where Defendants' website misstated the dates of the event for which the reservation was purchased.

The Illinois Subclass: All persons who, during the applicable limitations period, purchased a hotel room reservation or other temporary lodging accommodation for an event; through eventblocks.com; where Defendants' website misstated the dates of the event for which the reservation was purchased; and the purchaser either resided in Illinois at the time of the purchase and/or the reservation was for an event held in Illinois.

The Non-Refundable Subclass: All persons in the United States and its Territories who, during the applicable limitations period, purchased a non-refundable hotel room reservation or other temporary lodging accommodation for an event; through eventblocks.com; where Defendants' website misstated the dates of the event for which the reservation was purchased.

39. Expressly excluded from the Class and Subclasses are any members of the judiciary assigned to preside over this matter; any officer, director, or employee of Defendants; and any immediate family members of such officers, directors, or employees.

40. There are hundreds, if not thousands, of members of the Class and Subclasses such that joinder of all members is impracticable.

41. Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclasses. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to

vigorously prosecuting this action on behalf of the other members of the Class and Subclasses, and have the financial resources to do so. Neither Plaintiff nor his counsel has any interest adverse to those of the other members of the Class or Subclasses.

42. Plaintiff's claims are typical of the claims of the other members of the Class and Subclasses, in that the factual and legal bases of Defendants' liability to Plaintiff and to the other members of the Class and Subclasses are the same. Plaintiff and the other members of the Class and Subclasses have all suffered similar harms and damages as a result of Defendants' unlawful and wrongful conduct.

43. There are many questions of law and fact common to the claims of Plaintiff and the other members of the Class and Subclasses, and those questions predominate over any questions that may affect individual members of the Class and Subclasses. Common questions for the Class and Subclasses include, but are not limited to:

- (a) Whether Defendants' misrepresentations regarding the start and end dates for the events listed on their website—and their practice of using misleading and inaccurate dates in the sale of hotel room reservations—is a deceptive practice under the ICFA;
- (b) Whether Defendants' imposition of burdensome and unnecessary costs associated with canceling or changing reservations constitutes an unfair practice under the ICFA;
- (c) Whether Defendants have been unjustly enriched through their unlawful conduct;
- (d) Whether Plaintiff and the other members of the Class and Subclasses are entitled to **refunds** of their purchases and an award of actual damages;

- (e) Whether Defendants should be enjoined from continuing to advertise, promote, and sell hotel reservations and other lodging accommodations for specific events, where Defendants' website misrepresents the dates on which those events are scheduled to occur.

44. Defendants have acted and failed to act on grounds generally applicable to the Plaintiff and the other members of the Class and Subclasses, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclasses, and making injunctive or corresponding declaratory relief appropriate for the Class and Subclasses as a whole.

45. Absent a class action, most members of the Class and Subclasses would find the cost of litigating their claims to be prohibitive and would have no effective remedy. Unless the Class and Subclasses are certified, Defendants will retain the monies they received from the members of the Class and Subclasses as a result of their unfair and deceptive conduct.

46. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

COUNT I

Deceptive Acts and Practices in Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 *et seq.* (against Defendants on behalf of Plaintiff and the members of the Class and Subclasses)

47. Plaintiff incorporates all of the foregoing allegations as if fully set forth herein.

48. Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act provides in relevant part that:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of

any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

49. Plaintiff and the other members of the Class and Subclasses are “consumers” within the meaning of Section 1(e) the ICFA, because Defendants’ business activities involve trade or commerce, are addressed to the market generally, and implicate consumer protection concerns.

50. Defendants’ conduct as described herein is a deceptive practice in violation of Section 2 of the ICFA. Defendants used or employed deception and misrepresentation in the conduct of trade or commerce by advertising and selling hotel room reservations for events while at the same time recommending reservations based on the wrong dates for said events and concealing, suppressing, or omitting the dates for when those events were actually scheduled to occur.

51. Defendants intended that Plaintiff and the other members of the Class and Subclasses rely on their misrepresentations. When they utilized Defendants’ website to search for events and available hotel room reservations for those events, Plaintiff and the other members of the Class and Subclasses relied on Defendants to accurately and truthfully represent when those events were scheduled to occur so that they could make corresponding hotel reservations. Defendants knew and understood this. Indeed, the eventblocks.com website automatically populates event dates into its search functionality as part of its service, and Defendants intended that Plaintiff and the other members of the Class and Subclasses rely on their representations.

52. Defendants’ representations as to the dates when events were scheduled to occur were material to the purchasing decisions made by Plaintiff and the other members of the Class and Subclasses. Had Plaintiff and the other members of the Class and Subclasses known that the

event dates displayed on the eventblocks.com website were incorrect and inaccurate, they would not have purchased the reservations that they did.

53. Defendants' deceptive acts have affected Plaintiff and the other members of the Class and Subclasses, as well as the market generally. Defendants' deceptive acts were carried out in the course of trade and commerce with Illinois consumers as well as consumers from other states attempting to purchase hotel reservations for hotels located in Illinois.

54. Plaintiff and the other members of the Class and Subclasses did actually rely on and were actually deceived by Defendants' misrepresentations, and as a direct and proximate result of Defendants' conduct, Plaintiff and the other members of the Class and Subclasses have suffered actual damages.

55. As stated above, Plaintiff and the other members of the Class and Subclasses have had to waste time, effort, and money spent on canceling, changing, or rebooking reservations for travel, hotels, and other travel-related expenses. Moreover, the members of the Non-Refundable Subclass have suffered damages due to Defendants' refusal to provide refunds. These damages are concrete and ascertainable, and were proximately caused by Defendants' violations of the ICFA.

56. Plaintiff brings this claim on his own behalf and on behalf of the other members of the Class and Subclasses pursuant to Section 10a of the ICFA, which permits Plaintiff to bring a private cause of action for the above violations and entitles Plaintiff and the other members of the **Class and Subclasses to actual damages, injunctive relief, as well as costs and reasonable attorney's fees.**

COUNT II
Unfair Acts or Practices in Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 et seq. (against Defendants on behalf of Plaintiff and the members of the Class and Subclasses)

57. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

58. In addition to being deceptive, Defendants' conduct also constitutes "unfair practices" under Section 2 of the ICFA.

59. Defendants' actions unfairly imposed additional, unlawful costs on Plaintiff and the other members of the Class and Subclasses. By causing Plaintiff and the other members of the Class and Subclasses to purchase hotel reservations based on false and misleading information, Defendants effectively forced Plaintiff and the other members of the Class and Subclasses to incur unnecessary and burdensome costs associated with canceling, changing, or rebooking reservations for travel, hotels, and other travel-related expenses.

60. Moreover, Plaintiff and the other members of the Non-Refundable Subclass have suffered damages due to Defendants' refusal to provide refunds. Plaintiff and the other members of the Non-Refundable Subclass had no reasonable way to avoid these unnecessary charges, because Defendants' policy is that if a user books a reservation at a non-refundable rate, then the user "will not be eligible for a refund in the event of cancellation."

61. By imposing additional, unlawful costs on Plaintiff and the other members of the Class and Subclasses, Defendants' actions are oppressive, unethical, and unscrupulous, and have caused substantial injury to consumers.

62. As a direct and proximate result of Defendants' conduct, Plaintiff and the other members of the Class and Subclasses have suffered actual damages as described above.

63. Plaintiff brings this claim on his own behalf and on behalf of the other members of the Class and Subclasses pursuant to Section 10a of the ICFA, which permits Plaintiff to bring a private cause of action for the above violations and entitles Plaintiff and the other members of the Class and Subclasses to actual damages, injunctive relief, as well as costs and reasonable attorney's fees.

COUNT III
Common Law Negligence
(against Defendants on behalf of Plaintiff and the members of the Class and Subclasses)

64. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

65. By designing and programming the eventblocks.com website to display the beginning and end dates of events listed on the site and to automatically populate those dates when recommending available hotel room reservations, Defendants could reasonably foresee that their customers—eventblocks.com users—would make purchases and travel plans based on those dates. Defendants thus assumed a duty of care owed to Plaintiff and the other Class members when they undertook the service of recommending, advertising, and selling available hotel room reservations specifically for certain events and dates.

66. Defendants' duty of care obligated them to exercise reasonable care by providing correct and accurate dates for the events listed on their website; or, at the very least, obligated Defendants to not affirmatively provide false and inaccurate information as to when listed events were scheduled to occur.

67. Defendants breached their duty of care owed to Plaintiff and the other Class members by, among other things, failing to provide correct and updated dates for when a listed event was scheduled to occur, and promoting, advertising, and selling hotel reservations based on

the incorrect dates, creating a likelihood that users would be misled.

68. As a direct and proximate result of Defendants' breach of their duty to Plaintiff and the other Class members as described herein, Plaintiff and the other Class members have suffered actual monetary damages, pecuniary losses, and other harms as described herein, all of which have ascertainable value to be proven at trial.

COUNT IV
Breach of Implied Contract
(against Defendants on behalf of Plaintiff and the members of the Class and Subclasses)

69. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

70. Through their conduct and actions, Plaintiff and the other Class members entered into implied contracts in law and in fact with Defendants. Specifically, Defendants offered, through their eventblocks.com website, to recommend and sell available hotel room reservations for certain events on specific dates, and offered users the ability to book reservations for those dates. Plaintiff and the other Class members entered into implied contracts with Defendants when they accessed Defendants' site, relied on the information provided, and booked reservations for the recommended dates through Defendants' site.

71. Under these implied contracts, Plaintiff and the other Class members reached a meeting of the minds and mutual understanding with Defendants that Defendants would recommend available hotel room reservations for certain events and the specific dates on which those events were scheduled to occur, and in exchange Plaintiff and the other Class members agreed to book those reservations from Defendants and through Defendants' website.

72. Defendants breached their agreements with Plaintiff and the other members of the Class and Subclasses by, among other things: failing to provide correct and updated dates for when

a listed event was scheduled to occur; selling hotel reservations based on incorrect dates, causing Plaintiff and the other Class members to purchase travel and lodging accommodations for an event that has not actually begun yet, or that has already passed; causing Plaintiff and the other Class members to purchase hotel reservations that were effectively useless, because they did not span the actual dates of the events for which they was purchased.

73. As a direct and proximate result of Defendants' breach of their agreements with Plaintiff and the other Class members, Plaintiff and the other Class members have suffered actual monetary damages, pecuniary losses, and other harms as described herein, all of which have ascertainable value to be proven at trial.

COUNT V
Unjust Enrichment
(against Defendants on behalf of Plaintiff and the members of the Class and Subclasses)

74. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

75. As explained above, Defendants advertised, promoted, and sold hotel reservations for certain events to Plaintiff and the other Class members while at the same time recommending and selling reservations based on the wrong dates for said events and omitting the dates for when those events were actually scheduled to occur.

76. Defendants have retained a benefit to the detriment of Plaintiff and the other members of the Class and Subclasses. This benefit is measurable by the money that Defendants receive for hotel reservation purchases made through the eventblocks.com website. Defendants appreciate or have knowledge of such benefit.

77. Defendants have thus been enriched, and it would be unjust to allow Defendants to retain the enrichment.

78. Defendants' retention of this benefit violates fundamental principles of justice, equity, and good conscience.

79. Plaintiff and the other Class members are therefore entitled to an award of damages in the amount by which Defendants were unjustly enriched and an order requiring Defendants to disgorge any profits or other benefit they have retained.

80. Accordingly, on his own behalf and on behalf of the Class members, Plaintiff seeks entry of an order requiring Defendants to disgorge all amounts, including non-refundable deposits, that they wrongfully retained, and requiring Defendants to pay restitution to Plaintiff and the other Class members in the amounts by which they were unjustly enriched through the unlawful conduct described herein.

WHEREFORE, Plaintiff, on his own behalf and on behalf of the members of the Class and Subclasses, prays that the Court enter an order:

1. Certifying the Class and Subclasses as defined above;
2. Awarding Plaintiff and the members of the Class and Subclasses their actual and consequential damages in an amount to be determined at trial;
3. Awarding Plaintiff and the members of the Class and Subclasses restitution, disgorgement, or such other equitable relief as the Court deems proper;
4. enjoining Defendants from continuing to engage in the unlawful conduct described herein and prohibiting any further sales of hotel and lodging accommodations based on incorrect event dates;
5. Awarding Plaintiff his reasonable attorneys' fees and costs; and
6. Awarding such further and additional relief the Court deems reasonable and just.

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

Dated: July 25, 2018

BRIAN MCCARTER, individually and on
behalf of a Class of similarly situated
individuals

By: /s/ Paul T. Geske

One of Plaintiff's Attorneys

Myles McGuire
Paul T. Geske
MCGUIRE LAW, P.C. (#56618)
55 W. Wacker Dr., 9th Fl.
Chicago, Illinois 60601
Tel: (312) 893-7002
Fax: (312) 275-7895
mmcguire@mcgpc.com
pgeske@mcgpc.com

*Attorneys for Plaintiff and the putative class
members*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Expedia, EventBlocks Provided Inaccurate Event Information for Non-Refundable Hotel Rooms](#)
