

**BURSOR & FISHER, P.A.**

L. Timothy Fisher (State Bar No. 191626)  
Stefan Bogdanovich (State Bar No. 324525)  
1990 N. California Blvd. 9th Floor  
Walnut Creek, CA 94596  
Telephone: (925) 300-4450  
Facsimile: (925) 407-2700  
E-mail: ltfisher@bursor.com  
sbogdanovich@bursor.com

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

CLAIRE PETRUN, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

UNITED PARKS & RESORTS, INC.,

Defendant.

Case No. '26CV0090 BTM BLM

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Claire Petrun (“Plaintiff”) brings this action on behalf of herself and  
2 all others similarly situated against SeaWorld (“Defendant”). Plaintiff makes the  
3 following allegations pursuant to the investigation of her counsel and based upon  
4 information and belief, except as to the allegations specifically pertaining to herself,  
5 which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. This is a class action on behalf of all persons that purchased tickets from  
8 Defendant United Parks & Resorts, Inc. for access to SeaWorld in San Diego,  
9 California.

10 2. Defendant United Parks & Resorts, Inc. (“Defendant” or “SeaWorld”) is  
11 a theme park company. It sells tickets to theme parks, including California theme  
12 park SeaWorld. To sell these tickets, Defendant uses unfair and illegal tactics to trick  
13 and manipulate consumers into purchasing tickets and paying more than they  
14 otherwise would. These include using (1) fake sales, and (2) hidden fees.

15 3. For years, Defendant has overcharging customers on its website in  
16 violation of the California Ticket Seller Law, California Business and Professions  
17 Code section 22502.2, and California Civil Code § 1770.

18 4. Defendant also used hidden fees to sell its tickets. It advertised one  
19 price, only to later disclose a higher, different price later in the checkout process.  
20 Such fees are deceptive and unfair because it “interferes with consumers’ ability to  
21 price-compare and manipulates them into paying fees that are either hidden entirely  
22 or not presented until late in the transaction, after the consumer already has spent  
23 significant time selecting and finalizing a product or service plan to purchase.”<sup>1</sup> This  
24 is unfair, and illegal under California law.

25 5. Worse still, Defendant even though it initially tells consumers that a  
26 sum certain will be charged it “Taxes & Fees,” it does not gives consumers a

27 <sup>1</sup> Defendant appears to have changed its practice of hidden fees on or around July 1,  
28 2024.

1 breakdown of how much is taxes and how much is fees. After a consumer clicks the  
 2 “Checkout” button, Defendant reveals no taxes were charged at all, and the entire  
 3 amount was Defendant’s Service Fee.

4 6. This all violates the California Ticket Seller Law, California Business  
 5 and Professions Code § 22502.2, which prohibits “represent[ing] that he or she can  
 6 deliver or cause to be delivered a ticket at a specific price or within a specific price  
 7 range and to fail to deliver within a reasonable time or by a contracted time the  
 8 tickets at or below the price stated or within the range of prices stated” and  
 9 California Civil Code § 1770(a)(9), which prohibits “[a]dvertising goods or  
 10 services... with intent not to sell them as advertised.” *Mansfield v. StockX LLC*, --- F.  
 11 Supp. 3d ----, 2025 WL 2811791, at \*8 (N.D. Cal. Oct. 3, 2025).

12 7. Defendant’s practice of charging hidden fees a per se violation of  
 13 California’s Ticket Seller Law. Defendant’s other practice of hiding its fees in a  
 14 “taxes & fees” line-item is also independently a deceptive trade practice under the  
 15 CLRA, California Civil Code §§ (a)(9) and (a)(14), as other courts applying similar  
 16 consumer protection laws have held. *See, e.g., Watson v. Crumbl LLC*, 736 F. Supp.  
 17 3d 827, 842 (E.D. Cal. 2024); *Gill v. Chipotle Mexican Grill, Inc.*, 2025 WL  
 18 1443767, at \*4 (C.D. Cal. May 19, 2025); *Carovillano v. Sirius XM Radio Inc.*, 715  
 19 F. Supp. 3d 562, 575 (S.D.N.Y. 2024).

20 8. For these reasons, Plaintiff seeks relief in this action individually, and  
 21 on behalf of all other ticket purchasers from Defendant’s website,  
 22 <https://seaworld.com/san-diego/>, for actual damages, reasonable attorneys’ costs and  
 23 fees, and injunctive relief under California Business and Professions Code §  
 24 22502.2, *et seq.*, and California Civil Code § 1770.

## 25 **PARTIES**

26 9. Plaintiff Claire Petrun is an individual consumer who, at all times  
 27 material hereto, was a domiciliary of San Diego, California. Plaintiff purchased two  
 28 tickets to SeaWorld on or about October 7, 2023 through Defendant’s website,

1 <https://seaworld.com/san-diego/>. The transaction flow process she viewed on  
2 Defendant's website was substantially similar to that as depicted in Figures 1  
3 through 7 of this Complaint.

4 10. Defendant United Parks & Resorts, Inc. is a Delaware limited liability  
5 company with its principal place of business in Orlando, Florida. Defendant owns  
6 and operates SeaWorld in San Diego, California, as well as the website,  
7 <https://seaworld.com/san-diego/>. Defendant is the owner of the SeaWorld, and not a  
8 contractor for events in the venue.

9 **JURISDICTION AND VENUE**

10 11. This Court has jurisdiction over this action pursuant to 28 U.S.C. §  
11 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at  
12 least one member of the Class, as defined below, is a citizen of a different state than  
13 Defendant, there are more than 100 class members, and the aggregate amount in  
14 controversy exceeds \$5,000,000 exclusive of interest and costs.

15 12. Venue is proper in this District because Defendant does business in this  
16 District, and a substantial part of the events or omissions giving rise to the claims  
17 asserted herein occurred in this District.

18 13. This Court has personal jurisdiction over Defendant because the  
19 wrongful conduct against Plaintiff occurred in this District.  
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## FACTUAL ALLEGATIONS

14. 15. When a person visits Defendant's website, <https://seaworld.com/san-diego/>, on the main page, she can select the "Buy Tickets" button to begin the ticket purchase process. See Figure 1.

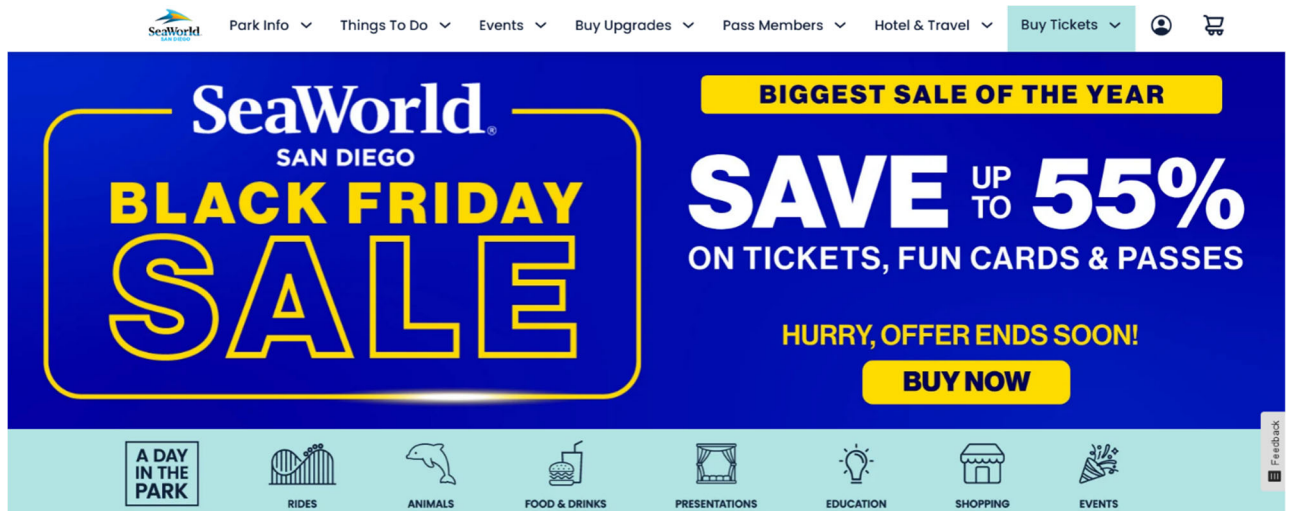


Figure 1

15. After a consumer selects the "Buy Tickets" button, she is taken to a screen where she can select the quantity of tickets she wishes to purchase. See

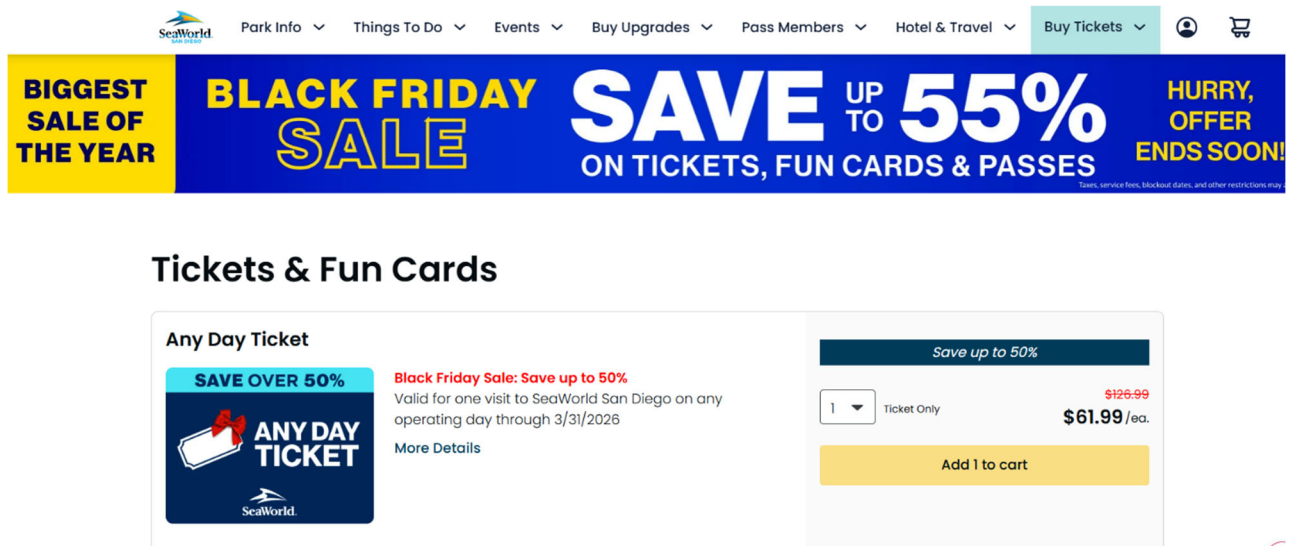
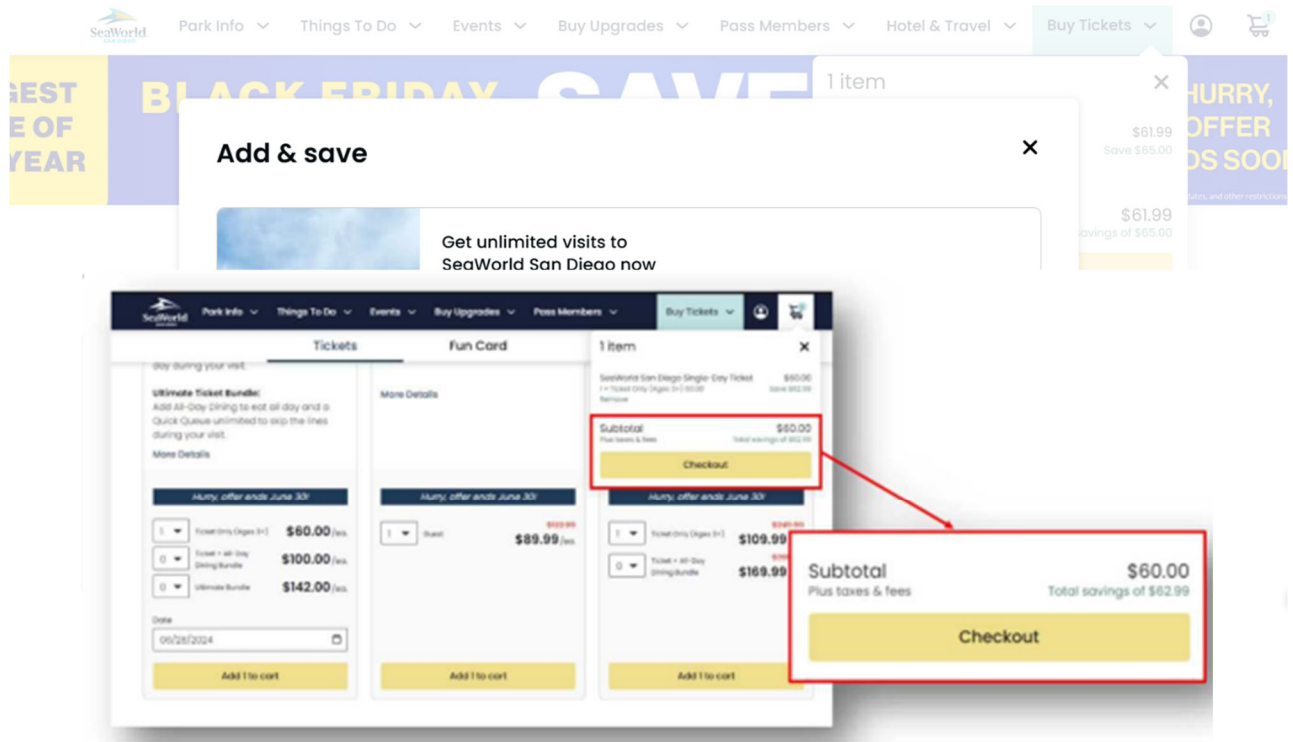


Figure 2.

Figure 2

16. Once a consumer selects the number of tickets she wishes to purchase and selects “Add to cart,” a pop-up appears with the option to add additional items to the consumer’s order. See Figure 3.

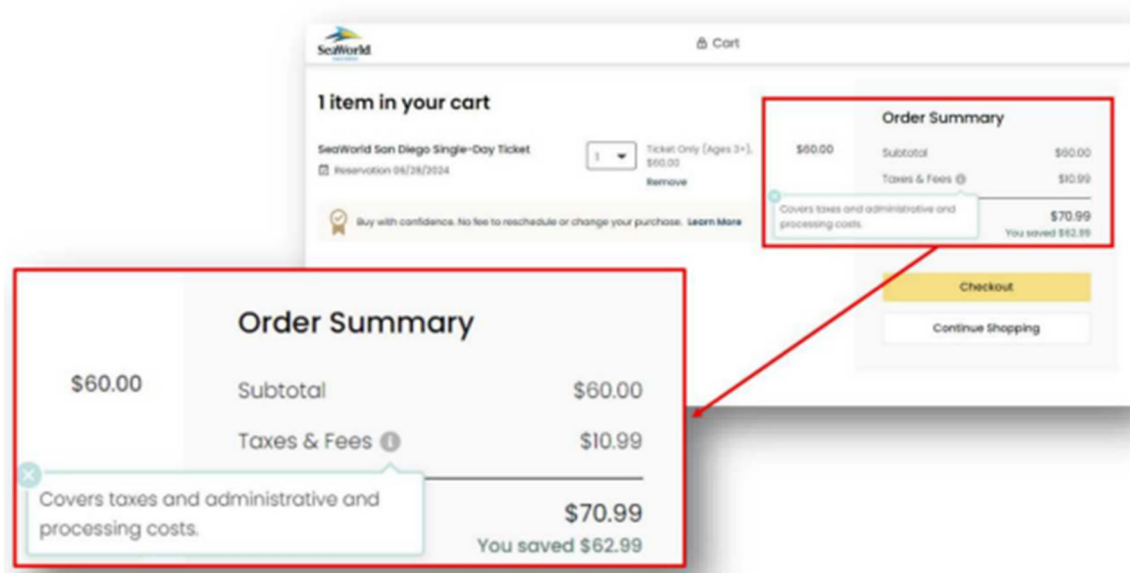
**Figure 3**



After a consumer selects the tickets she wishes to purchase, a pop-up appears in the corner, displaying the tickets and subtotal from the consumers’ selections. See Figure 4. Notably, throughout the checkout process, the prices displayed to the consumer have not included any fees. *Id.*

**Figure 4**

17. After the consumer clicks the “Checkout” button, she is presented with the “Cart” page and her “Order Summary.” See Figure 5. On this page, for the first time, Defendant displays a whopping \$10.99 in “Taxes & Fees.” *Id.*



**Figure 5**

18. If the consumer hovers over the “i” information mark to inquire about the purpose of the “Taxes & fees,” Defendant explains that the “Taxes & fees” “[c]overs taxes and administrative processing costs.” *Id.* This language implies that some of “Taxes & fees” are charged by the government. They are not.

19. Even worse, Defendant puts consumers on a shot-clock, requiring them to make their purchase within twelve minutes. See Figure 6.



**Figure 6**

20. All the while putting consumers on a shot-clock to purchase quickly, Defendant quietly discloses that the additional \$10.99 in “Taxes & Fees” is actually



all “Fees” and no “Taxes.” *See* Figure 7. Throughout the checkout process, Defendant quotes consumers its fee under the misleading heading “Taxes & Fees” to falsely pin the responsibility for these junk fees on the government. In reality, taxes are never a part of the equation.



Subtotal		\$64.99
Taxes	Covers administrative and processing costs.	\$0.00
Service Fee ⓘ		\$10.99
<b>Total</b>		<b>\$75.98</b>
You saved \$30.00		

**Figure 7**

### **Violations of California’s Ticket Sale Law:**

21. Under California Business and Professions Code section 22502.2, it is:

unlawful for a ticket seller to represent that he or she can deliver or cause to be delivered a ticket at a specific price or within a specific price range and to fail to deliver within a reasonable time or by a contracted time the tickets at or below the price stated. (emphasis added).

22. A “ticket seller” is defined as “any person who for compensation, commission or otherwise sells admission tickets to sporting, musical, theatre, or any other entertainment event.” Cal. Bus. & Prof. Code § 22503.

23. As described above, Defendant’s “sells admission tickets to [an] entertainment event.” Accordingly, Defendant is a ticket seller.

24. Furthermore, Defendant represents its tickets at one price and guarantees to hold the ticket at that price for ten minutes. However, as shown above, Defendant systematically fails to deliver on that promise and upcharges consumers within the twelve-minute period.

### **CLASS ALLEGATIONS**

25. Plaintiff seeks to represent a class defined as all individuals in the United States who purchased event tickets from Defendant’s website, <https://seaworld.com/san-diego/>, during the applicable statute of limitations period (the “Class”). Excluded from the Class are governmental entities, Defendant,



1 Defendant's affiliates, parents, subsidiaries, employees, officers, directors, and co-  
2 conspirators. Also excluded is any judicial officer presiding over this matter and the  
3 members of their immediate families and judicial staff.

4       26. **Numerosity.** Members of the Class are so numerous that their  
5 individual joinder herein is impracticable. On information and belief, members of  
6 the Class number in the hundreds of thousands. The precise number of Class  
7 members and their identities are unknown to Plaintiff at this time but may be  
8 determined through discovery. Class members may be notified of the pendency of  
9 this action by mail, email, and/or publication through the distribution records of  
10 Defendant.

11       27. **Commonality and Predominance.** Common questions of law and fact  
12 exist as to all Class members and predominate over questions affecting only  
13 individual Class members. Common legal and factual questions include, but are not  
14 limited to: (a) whether Defendant failed to disclose the total cost of the ticket,  
15 including all ancillary fees, prior to the tickets being selected for purchase in  
16 violation of California Business and Professions Code section 22502.2; (b) whether  
17 the displayed price of Defendant's tickets increases during the purchase process in  
18 violation of California Business and Professions Code section 22502.2; (c) whether  
19 Defendant's marketing of the ticket prices was false and misleading; (d) whether  
20 Defendant's conduct was fair and/or deceptive; and (e) whether Plaintiff and  
21 members of the Class and Subclass have sustained damages with respect to the  
22 common-law claims asserted, and if so, the proper measure of their damages.

23       28. **Typicality.** The claims of the named Plaintiff are typical of the claims  
24 of the Class and Subclass in that the named Plaintiff and the members of the Class  
25 and Subclass sustained damages because of Defendant's uniform wrongful conduct,  
26 based upon Defendant failing to disclose the total cost of their tickets throughout the  
27 online ticket purchase process.

29. **Adequacy.** Plaintiff is an adequate representative of the Class and Subclass because her interests do not conflict with the interests of the Class or Subclass members she seeks to represent, she has retained competent counsel experienced in prosecuting class actions, and she intends to prosecute this action vigorously. The interests of Class and Subclass members will be fairly and adequately protected by Plaintiff and her counsel.

30. **Superiority.** The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Class members. Each individual Class member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

**COUNT I**  
**Violation of California's Ticket Seller Law,**  
**Cal. Bus. & Prof. Code § 22502.2 *et seq.***  
**(On Behalf Of The Class)**

31. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

32. Plaintiff brings this claim individually and on behalf of the Class and California Subclass against Defendant.

33. Defendant is a “ticket seller” because it owns and operates owns and operates the website, <https://seaworld.com/san-diego/>, which “sells admission tickets

1 to sporting, musical, theatre, or any other entertainment event” “for compensation  
2 [or] commission.” Cal. Bus. & Prof. Code § 22503 (emphasis added).

3 34. Defendant violated California Business and Professions Code section  
4 22502.2 by “represent[ing] that he or she can deliver or cause to be delivered a ticket  
5 at a specific price or within a specific price range and to fail to deliver within a  
6 reasonable time or by a contracted time the tickets at or below the price stated or  
7 within the range of prices stated,” as discussed above. See ¶¶ 15, 17.

8 35. Plaintiff purchased tickets on Defendant’s website and was forced to  
9 pay Defendant’s ancillary fee. Plaintiff was harmed by paying this extra fee, which  
10 was not disclosed to Plaintiff at the beginning of the purchase process, and therefore,  
11 is unlawful pursuant to California Business and Professions Code section 22502.2.

12 36. On behalf of herself and members of the Class and Subclass, Plaintiff  
13 seeks to enjoin the unlawful acts and practices described herein, and to recover two  
14 times the contracted price of the ticket and reasonable attorney’s fees. Cal. Bus. &  
15 Prof. Code § 22502.3.

16 **COUNT II**  
17 **California Civil Code § 1770**  
**(On Behalf Of The Class)**

18 37. Plaintiff repeats the allegations contained in the foregoing paragraphs as  
19 if fully set forth herein.

20 38. Plaintiff brings this claim individually and on behalf of the members of  
21 the Class against Defendant.

22 39. Plaintiff purchased two admission tickets from Defendant’s website,  
23 owns and operates SeaWorld in San Diego, California, as well as the website,  
24 <https://seaworld.com/san-diego/>, in or around October 7, 2023, and paid fees that  
25 were not disclosed until the final checkout page.

26 40. Defendant violated California Civil Code § 1770(a)(9) by “[a]dvertising  
27 goods ... with intent not to sell them as advertised” on the product selection screens  
28

1 depicted in Figures 2-7 of this Complaint. Specifically, Defendant advertised and  
2 expressly represented the price of admission tickets with intent not to sell them at the  
3 advertised price.

4 41. By quoting consumers that “Taxes & fees” were charged, when, in fact,  
5 no taxes were charged at all, Defendant also violated California Civil Code §  
6 1770(a)(14) by “Representing that a transaction ... involves ... obligations that it  
7 does not have or involve.”

8 42. As a result, Plaintiff and Class Members were harmed because they  
9 were misled into paying Defendant’s unlawfully applied fees.

10 43. Plaintiff and Class Members were also harmed by not having the total  
11 cost of their admission tickets disclosed upfront at the start of the purchase process.  
12 By not knowing the total cost of their admission tickets before selecting them for  
13 purchase from Defendant, Plaintiff and Class Members could not readily shop  
14 around for tickets to other aquariums like the Birch Aquarium, Sea Life Aquarium,  
15 or the many other aquatic encounter experiences in California. As such, Plaintiff and  
16 Class Members had no way of knowing whether they were getting the best deal their  
17 money could buy. By hiding its processing charges, Defendant was able to reduce  
18 price competition and cause consumers like Plaintiff and Class Members to overpay.

19 44. Plaintiff and Class Members relied on Defendant’s false and misleading  
20 representations of the advertised cost of the tickets in choosing to purchase their  
21 tickets.

22 45. As detailed in the body of this Complaint, Defendant has made  
23 representations regarding the price of the tickets on its website which are false due to  
24 the uniform imposition of the Fees described herein. Indeed, Defendant concealed  
25 the true price of the tickets, and the true amount of the Fees it was charging on each  
26 purchase, from Plaintiff and Class Members.

27 46. No reasonable consumer would expect the “Checkout” button to reveal  
28 an unlawful fee in addition to lawful sales tax and shipping costs. *See* Figures 2-7;

1 *see also Watson v. Crumbl LLC*, 736 F. Supp. 3d 827, 845-46 (E.D. Cal. 2024)  
2 (“Plaintiffs have sufficiently alleged [Defendant] advertises one price for its products  
3 while also surreptitiously charging a higher price by adding the Service Fee. Thus,  
4 Plaintiffs have sufficiently alleged [Defendant] advertises their goods with the intent  
5 not to sell them as advertised.”).

6 47. Defendant, which operates a website selling admission tickets to  
7 SeaWorld, does not provide services that would lead reasonable consumers to expect  
8 the imposition of the Fees. It is unclear what, if any, “administrative and processing  
9 costs” customers accessing the website to purchase tickets would expect to pay for,  
10 and Defendant does not disclose the Fees anywhere before customers reach the  
11 screen depicted in Figures 5 and 7 of this Complaint.

12 48. Defendant willfully employed a scheme designed to advertise a price  
13 that is not the true cost of the tickets, and did so willfully, wantonly, and with  
14 reckless disregard for the truth.

15 49. On November 20, 2025, Plaintiff sent a demand letter to take corrective  
16 action. *See* Cal. Civ. Code § 1782. Defendant did not take such action.

17 50. On behalf of herself and members of the Class, Plaintiff seeks to enjoin  
18 the unlawful acts and practices described herein, to recover her actual damages, and  
19 reasonable attorneys’ fees. *See* Cal. Civ. Code § 1780.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff seeks a judgment against Defendant, on behalf of  
22 herself and all others similarly situated, as follows:

- 23 (a) For an order certifying the Classes pursuant Fed. R.  
24 Civ. P. 23, naming Plaintiff as representative of the  
25 Classes, and naming Plaintiff’s attorneys as Class  
26 Counsel to represent the Classes;  
27 (b) For an order declaring that Defendant’s conduct  
28 violates the statutes referenced herein;

- 1 (c) For an order finding in favor of Plaintiff and the  
2 Classes on all counts asserted herein;
- 3 (d) For an award of damages to the extent available;
- 4 (e) For an award of restitution and disgorgement of  
5 profits in an amount to be determined at trial;
- 6 (f) For punitive damages, as warranted, in an amount to  
7 be determined at trial;
- 8 (g) For prejudgment interest on all amounts awarded; and
- 9 (h) For an order awarding Plaintiff and the Classes their  
10 reasonable attorneys' fees and expenses and costs of  
11 suit.

12 **JURY TRIAL DEMANDED**

13 Plaintiff demands a trial by jury on all claims so triable.

14 Dated: January 7, 2026

Respectfully submitted,

15 **BURSOR & FISHER, P.A.**

16 By: /s/ Stefan Bogdanovich  
17 Stefan Bogdanovich

18 L. Timothy Fisher (State Bar No. 191626)  
19 Stefan Bogdanovich (State Bar No. 324525)  
20 1990 N. California Blvd. 9th Floor  
21 Walnut Creek, CA 94596  
22 Telephone: (925) 300-4450  
23 Facsimile: (925) 407-2700  
E-mail: ltfisher@bursor.com  
sbogdanovich@bursor.com

24 *Attorneys for Plaintiff*

25

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CIVIL COVER SHEET  
of 1

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

CLAIRE PETRUN, on behalf of herself and all others  
similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stefan Bogdanovich, Bursor & Fisher, P.A., 1990 N. California  
Blvd., 9th Floor, Walnut Creek, CA Tel.: (925) 300-4455

**DEFENDANTS**

UNITED PARKS & RESORTS, INC.,

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**'26CV0090 BTM BLM**

**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)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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)

Brief description of cause:  
Defendant charges customers fraudulent ticket fees.

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
5,000,000+

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE

Jan 7, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Stefan Bogdanovich

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_