

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NICOLE RICE and MARK GLINOCA,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

NORTAP TECHNOLOGY INC.,
d/b/a LEAP EVENT TECHNOLOGY,

Defendant.

NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Nicole Rice and Mark Glinoga, by and through their undersigned counsel, bring this Class Action Complaint against Defendant Nortap Technology Inc. d/b/a Leap Event Technology (“Leap”) and allege as follows based upon information and belief, except as to the allegations specifically pertaining to themselves, which are based on their respective personal knowledge:

1. Leap “offer a variety of services” to event organizers so that “fans [can] meet their idols and heroes” at the organizers’ events “in ways they’ll cherish forever.”¹ “From autographs to celebrity photo ops,” Leap states that it has “the all-in-one solution that handles

¹ “Photo Ops & Autographs,” *Leap Event Technology*, <https://leapevent.tech/solutions/photo-ops/> (last visited Aug. 3, 2026) (“Photo Ops”).

1 each VIP experience service for fans from start to finish.”² “That way,” Leap tells event
 2 organizers, “you can devote your attention to other aspects of your event, while earning more
 3 revenue than ever and delivering a seamlessly amazing experience for your fans!”³

4 2. Leap’s photo-opportunity (“photo op”) solutions are utilized at numerous large
 5 events, such as Fanatics Fest 2026 (“Fanatics Fest”) in New York, New York and World
 6 Wrestling Entertainment’s (“WWE”) SummerSlam Takeover in Minneapolis, Minnesota this
 7 year, as well as at smaller events.

8 3. To deliver on its promise that event organizers will “earn[] more revenue than
 9 ever,” Leap consistently employs an unfair and deceptive negative-option pricing/marketing,
 10 drip-pricing scheme that is intended to trick fans – who, paradoxically, Leap promises will
 11 “cherish forever” their photo ops – into paying more for those opportunities than they should or
 12 would pay otherwise.

13 4. Negative-option pricing, which results in the loss of consumer autonomy (or,
 14 “consumer sovereignty”⁴) and increases overall consumer transactions costs, refers to “the
 15 practice of giving customers a service that was not previously provided and then charging them
 16 for the service unless they specifically decline it.”⁵ Federal law makes it “unlawful for any
 17 person to charge or attempt to charge any consumer for any goods or services sold in a
 18

19 ² Photo Ops, *supra*.

20 ³ Photo Ops, *supra*.

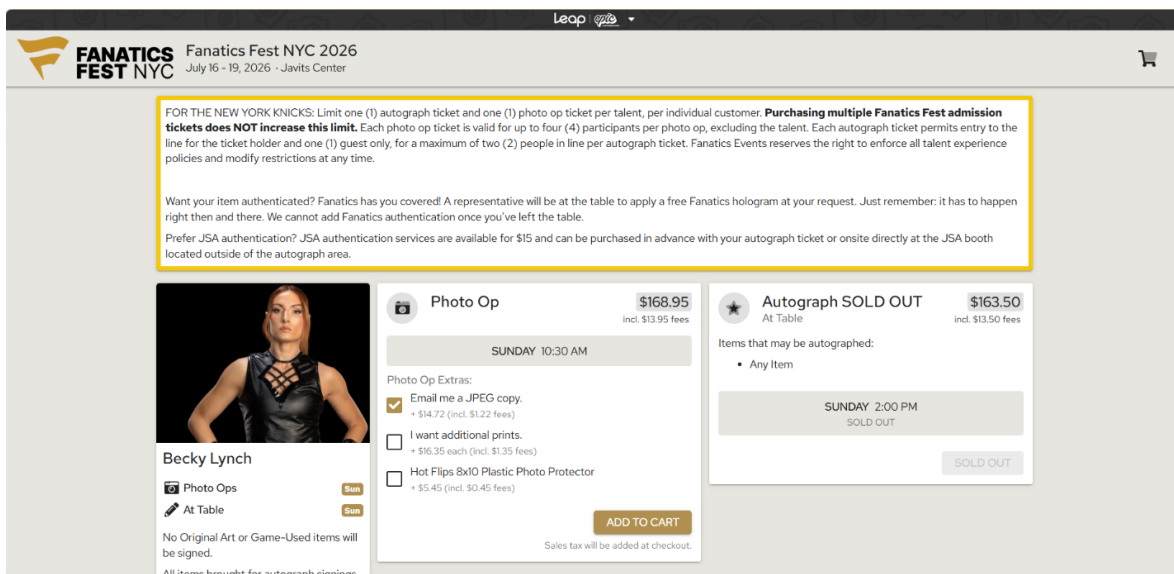
21 ⁴ See, e.g., Neil W. Averitt & Robert H. Lande, “Consumer Sovereignty: A Unified Theory of
 22 Antitrust and Consumer Protection Law,” 65 Antitrust L.J. 713, 716 (Spring, 1997) (“The essence of
 23 consumer sovereignty is the exercise of *choice*. It is by choosing some goods or some options over
 others that consumers satisfy their own wants and send their signals to the economy. It is, therefore,
 critical that the exercise of consumer choice be protected.”) (emphasis in original).

24 ⁵ *In re: ML Media Partners* (Fed. Trade Comm’n Aug. 14, 1996), available at
https://transition.fcc.gov/Bureaus/Cable/Orders/1996_TXT/da961237.txt (last visited Aug. 3, 2026). See
 25 also, e.g., 16 C.F.R. § 310.2 (w) (“**Negative option feature** means, in an offer or agreement to sell or
 26 provide any goods or services, a provision under which the customer’s silence or failure to take an
 affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as
 acceptance of the offer.”) (emphasis in original).

transaction effected on the Internet through a negative option feature” unless the seller (a) “provides text that clearly and conspicuously discloses all material terms of the transaction before obtaining the consumer’s billing information,” and (b) “obtains a consumer’s express informed consent before charging the consumer’s credit card, debit card, bank account, or other financial account for products or services through such transaction.”⁶

5. When Leap advertises (on its website and/or elsewhere) the cost of a photo op, it advertises a firm, set price. However, if and when a fan selects that opportunity for purchase, an additional charge to “Email me a JPEG Copy,” a service that was not previously provided, is automatically – and surreptitiously – added to the total cost, which the fan (who enters into a transaction with Leap directly⁷) must pay (unless the fan specifically declines, or opts out of, the add-on).

6. For example, if a fan attending Fanatics Fest had wanted a photo op with WWE superstar Becky Lynch, he or she would have had the following options online:



⁶ 15 U.S.C. § 8403(1)-(2) (emphasis added).

⁷ To be clear, although Leap provides services to event organizers and those services, *e.g.*, photo ops, can usually also be accessed through the events’ websites, the online platform through which Leap offers photo ops for sale belongs to Leap, and a consumer purchases the opportunity directly from Leap (*not* the event organizer). In other words, the relevant transaction is between the consumer and Leap.

7. Unlike other options included on the webpage, the box for “Email me a JPEG copy” (under “Photo Op”) is pre-checked (by Leap). In other words, that “extra” service is automatically added to the consumer’s purchase. A consumer need not positively, directly, or unequivocally consent to the addition.

8. Although the cost of a photo op with Ms. Lynch is advertised as \$168.95, which includes \$13.95 in fees, the total amount charged (including taxes) by Leap after a consumer adds the opportunity to his or her “cart” and proceeds to check out is \$199.98:

The screenshot displays the Leap website's checkout interface. At the top, it identifies the event as 'FANATICS FEST NYC 2026' held from July 16-19 at the Javits Center. The user's cart contains one item: 'Becky Lynch Photo Op' for \$183.67, with a note that this price includes a \$15.17 admin fee. To the right, the 'Billing Information' section prompts for country and postal code. Below this, an 'Order Summary' table breaks down the costs: Subtotal (\$183.67), Admin fee (\$15.17), and Taxes (\$16.31), totaling \$199.98. At the bottom of the summary, there are buttons for 'REDEEM VOUCHER' and 'EXCHANGE TICKET'. A small note at the bottom left of the cart area states: '* Note: Groups and times are subject to change!'.

Order Summary (all prices are US Dollar)	
Subtotal (1 item)	\$183.67
Admin fee (incl.)	\$15.17
Taxes (8.875%)	\$16.31
Total	\$199.98

At this stage of the purchase process, there is no readily apparent method by which to remove the JPEG from the transaction while still keeping the photo op.

9. The \$14.72 pre-tax difference (between the initially advertised price and the ultimately charged price) is solely attributable to the addition of the extra JPEG. The additions of that service and that charge, however, are ***not clearly and conspicuously*** disclosed to the consumer. Nor does Leap obtain a consumer’s ***express informed consent*** before charging the consumer for the transaction, which now includes the additional option and charge. The only way for the consumer to avoid paying this hidden charge is by specifically declining it, or unchecking the box. Otherwise, Leap interprets the consumer’s inaction, or silence, as acceptance of the additional option and charge.

10. To make matters worse, Leap pressures consumers to make their online photo op purchases quickly. Upon information and belief, photo ops are sold on a first-come, first-served basis. A consumer, also upon information and belief, is not guaranteed a photo op even after he or she selects the opportunity and places it in his or her online “cart.” To the contrary, a

photo op, upon information and belief, may still sell out even after a consumer has selected the opportunity for purchase and placed it in his or her cart. In other words, until a consumer finally purchases the contents of his or her cart and confirms the transaction, his or her opportunities, upon information and belief, remain at risk. As such, consumers must move through the purchasing process, which is also deceptively confusing, as quickly as possible to avoid losing their photo opportunities.

11. Leap’s approach to marketing and selling photo ops online is an example of deceptive, abusive, and harmful negative-option pricing/marketing. *See supra* at ¶ 4; *id.* at 2 n.5. It is also an example of drip pricing, “[a] pricing technique in which firms advertise only part of a product’s price and reveal other charges later as consumers go through the buying process.”⁸ As Vicki Morowitz, the Bruce Greenwald Professor of Business and Professor of Marketing at Columbia University's Graduate School of Business, stated: “The additional dripped charges are sometimes mandatory fees, like resort fees, but sometimes are fees for optional add-ons, such as paying for parking at a hotel.”⁹ Professor Morowitz also has explained:

What research has shown is that when surcharges are dripped, consumers end up being more likely to buy a product that appears cheaper up front based only on the base price, but that is more expensive in total given the dripped mandatory fees and fees for the selected optional add-ons. Notably, these effects happen even when consumers are provided with a total price before they complete their transactions. That is, it is not enough to show the total price before the consumer puts in their credit card information, because at that point they have already mentally committed to the purchase. What the research on drip pricing makes clear is that consumers benefit when all-inclusive upfront pricing is used, and when fees for optional add-ons are disclosed up front and not dripped later in the shopping process. The real

⁸ Mary Sullivan, “Overview of Drip Pricing” (May 21, 2012), *available at* https://www.ftc.gov/sites/default/files/documents/public_events/economics-drip-pricing/msullivan.pdf (last visited Aug. 3, 2026).

⁹ Vicki Morowitz, “Vicki Morowitz Remarks for the White House Convening on the Economic Case for Junk Fee Policies” (Mar. 21, 2023), *available at* <https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/Vicki-Morowitz-remarks.pdf> (last visited Aug. 3, 2026) (“Morowitz”), at 2.

reason why consumers are misled is because profit maximizing firms have figured out ways to display prices, like using partitioned and drip pricing, that are particularly difficult for consumers to process. ... These pricing strategies, lead consumers to make decisions that differ from what they intended and that are against their own interest.¹⁰

12. Leap, which explicitly promotes its profit-maximizing intent, misleads consumers via, *inter alia*, the manner in which it displays – and/or drips – prices for photo ops sold on the Internet.

13. By engaging in these and/or other “unfair or deceptive acts or practices in the conduct of any trade or commerce,” RCW 19.86.020, Leap is violating Washington law, which it mandates apply here.

THE PARTIES

14. Plaintiff Ms. Rice – a citizen of the State of New York – is a resident of Gloversville, New York.

15. Plaintiff Mr. Glinoga – a citizen of the State of California – is a resident of Los Angeles, California.

16. Defendant is a Delaware corporation with its principal place of business located at 10675 Perry Highway, Unit 1316, Wexford, Pennsylvania 15090. Defendant, therefore, is a citizen of both Delaware and Pennsylvania. Upon information and belief, Defendant was formerly known as Epic Photo Ops and/or Patron Technology.

JURISDICTION AND VENUE

17. According to Leap’s website, when a consumer places his or her order, he or she “agree[s] to Epic Photo Ops’ privacy policy agreement and terms of service.” Section 16 (“Dispute Resolution”) of the applicable Terms & Conditions (Last updated March 15, 2024) states, in relevant part: “Any legal action of whatever nature brought by either you or us (collectively, the ‘Parties’ and individually, a ‘Party’) shall be commenced or prosecuted in

¹⁰ Morowitz, *supra*, at 2.

the state and federal courts located in Snohomish County, Washington, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.”

18. This Court has subject-matter jurisdiction over this dispute pursuant to 28 U.S.C. §1332(d)(2) because this action is (i) a class action; (ii) in which the matter in controversy exceeds \$5,000,000, exclusive of interest and costs; and (iii) at least one member of the class of plaintiffs is a citizen of a state (*e.g.*, New York) different from Defendant.

BACKGROUND

19. Leap promotes itself “[a]s a leading technology partner,” offering event-organizers a “global event technology platform [that] combines ticketing, mobile apps, fan and sponsor engagement, merchant services, and event management tools with expert marketing and analytics services to drive engagement, capture fan data, and create seamless attendee experiences.”¹¹ According to its website, its six primary “Solutions” are (1) “Event Ticketing,” (2) “Marketing & Analytics,” (3) “Convention Management,” (4) “Mobile Apps & Activations,” (5) “Merchant Services,” and (6) “Photo Ops and Opportunities.”

20. Also according to its website, Leap focuses on six primary industries: (1) “Attractions,” (2) “Music,” (3) “Fandom Conventions,” (4) “Festivals,” (5) “Comedy,” and (6) “Sports.”

21. Leap – again, according to its website – has “powered” more than 500,000 events for more than 25,000 clients across 60-plus countries. In addition to partnering with Fanatics, Inc. and the WWE, Leap “partner[s] with [other] iconic events across the globe.”¹² “From massive festivals to global conventions,” Leap states, “organizations around the world

¹¹ “Powering Events With Technology, Marketing & Data,” *Leap Event Technology*, <https://leapevent.tech/> (last visited Aug. 3, 2026) (“Powering Events”).

¹² Powering Events, *supra* (internal capitalization omitted).

1 rely on Leap for our live event technology and unparalleled support from event experts.”¹³
 2 According to its website, Leap’s partners include, but are not limited to, the Big XII
 3 Conference, the Grammy Museum, MLS, NASCAR, and UFC. On its website, it also lists, for
 4 example, D23 Expo, LA Comic Con, and New York Comic Con, “the largest convention on the
 5 East Coast,”¹⁴ as events at which its solutions have been deployed.

6 22. New York Comic Con, for example, works closely with Leap to “facilitate photo
 7 op experience[s] for a few hundred fans per hour.”¹⁵

8 23. Leap states that, overall, it has facilitated more than 420,000 “[c]elebrity photo
 9 and autograph experiences.”¹⁶ Upon information and belief, that number is continuing to
 10 increase.¹⁷

11 24. “A photo op is just that – a quick photo opportunity with a certain celebrity.”¹⁸

12 25. According to Leap: “For photo ops, [fans will] receive a high-quality, glossy
 13 8×10 photograph of them with the celebrity of their choice, taken by one of our professional
 14 photographers. They’ll also have the option to purchase a digital version of the photo, buy
 15 additional prints, and more.”¹⁹

16 26. Online, Leap expressly promotes its intent/ability to “upsell additional
 17

18 ¹³ Powering Events, *supra*.

19 ¹⁴ “New York Comic Con Enhances Their Fan Experience with Leap’s Full Suite of Solutions,”
 Leap Technology Group, <https://leapevent.tech/success-stories/new-york-comic-con/> (last visited Aug.
 20 3, 2026) (“New York Comic Con”).

21 ¹⁵ New York Comic Con, *supra*.

22 ¹⁶ Powering Events, *supra*.

23 ¹⁷ Currently, Leap is selling photo ops at, *inter alia*, Dragon Con, Rose City Comic Con, Los
 24 Angeles Comic Con 2026, and Edmonton Expo 2026.

25 ¹⁸ Photo Ops, *supra*. *See also id.* (“When offering photo ops, it’s important to understand these are
 26 very fast-paced so the talent may accommodate as many fans as possible for this once-in-a-lifetime
 moment. Out of fairness to everyone, conversation with the talent, aside from a quick hello, is not
 permitted.”).

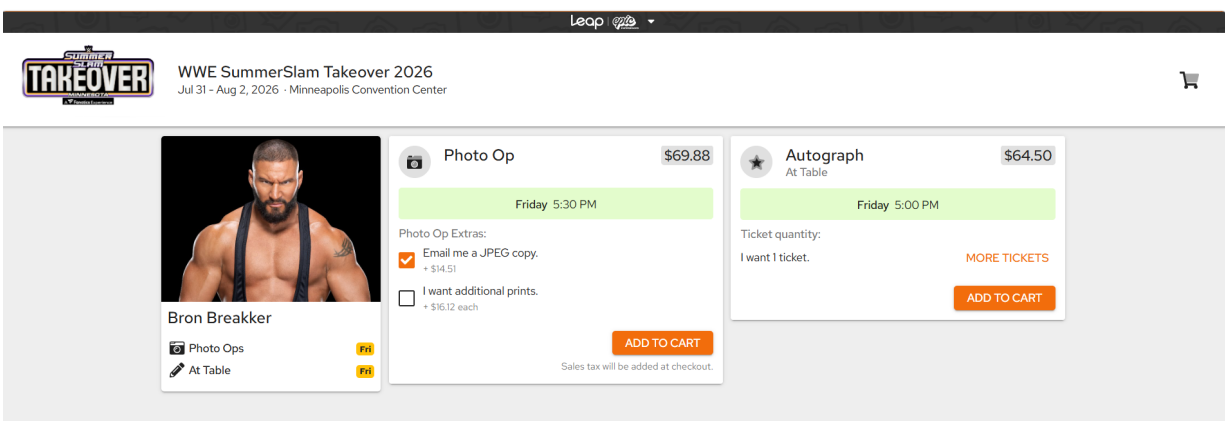
¹⁹ Photo Ops, *supra*.

1 experiences at checkout,” telling clients and/or potential clients: “Help your talent meet more
 2 fans per hour and upsell additional experiences at checkout, empowering them (and you!) to
 3 make more money and boost your bottom line.”²⁰ Upon information and belief, Leap, which
 4 claims to have \$1 billion in annual gross transaction volume, also benefits economically from
 5 the “upsells” and/or additional sales by the event organizers.

6 27. Not surprisingly, online, Leap regularly attempts to upsell fans, offering them
 7 various add-ons, such as additional prints and photo protectors.

8 28. Although Leap states publicly that, for photo ops, fans will “also have the *option*
 9 to purchase a digital version of the photo,” *see supra* at ¶ 25 (emphasis added), Leap effectively
 10 negates any “option” by pre-selecting that add-on for every consumer who purchases a photo
 11 op. Other than the appearance of a pre-inserted check-mark, Leap does not disclose to a
 12 consumer that it has added the additional service. Nor does it ever obtain the consumer’s
 13 express consent to the additional service and/or charge. By depriving consumers of the
 14 promised option, Leap injures all consumers.

15 29. For example, just like at Fanatics Fest, *see supra* at ¶¶ 6-9, if a fan attending
 16 WWE SummerSlam Takeover wanted a photo op with WWE superstar Bron Breaker, he or she
 17 would have been presented with the following options online:



20 ²⁰ Photo Ops, *supra*.

30. Unlike the other option included on the page, the box for “Email me a JPEG copy” is pre-checked. In other words, that “extra” service has been automatically added by Leap.

31. Although the cost of a photo op with Mr. Breaker was advertised as \$69.88, the total amount charged by Leap after a consumer – who must move expeditiously to ensure access to the selected photo op – added the opportunity to his or her “cart” and proceeded to check out is \$92.01, including tax:

Leap

WWE SummerSlam Takeover 2026
Jul 31 - Aug 2, 2026 · Minneapolis Convention Center

You have 1 item in your cart.

	Bron Breaker	\$84.39
Photo Op Friday, group* 1 at 5:30 PM +JPEG		\$84.39
		REMOVE

* Note: Groups and times are subject to change!

Billing Information

Country [Select](#)

Postal code/ZIP

Order Summary (all prices are US Dollar)

Subtotal (1 item)	\$84.39
Taxes (9.025%)	\$7.62
Total	\$92.01

[REDEEM VOUCHER](#) [EXCHANGE TICKET](#)

32. The \$14.51 pre-tax difference is attributable to the addition of the extra JPEG, which does not appear to be independently removable at checkout. Again though, the additions of that service and that charge were not clearly and conspicuously disclosed by Leap. Nor did Leap obtain a consumer’s express informed consent before charging the consumer for the transaction, which includes the additional option and charge. The only way for the consumer to avoid paying this hidden charge was by specifically declining it, or unchecking the box. Otherwise, Leap interprets the consumer’s inaction, or silence, as acceptance of the additional option and charge.

33. Leap employs the same online process (including, but not limited to, the application of time pressure), which is predicated on confusion and deception, for its sale of other photo ops at other events, including smaller ones, as well. For example, if a fan attending Colorado Springs Comic Con 2026 wants to purchase from Leap a photo op with actor Rider Strong, Leap offers the following options online:

Colorado Springs Comic Con 2026
August 21 - 23, 2026 - Broadmoor World Arena

Rider Strong

Photo Ops: Fri / Sat / Sun
At Table: Fri / Sat / Sun
Visit IMDB Profile

Photo Op \$74.25 (incl. \$6.75 fees)

Please pick the day that fits best into your schedule.

Friday	Saturday	Sunday
Time TBD	Time TBD	Time TBD

Photo Op Extras:

☒ Email me a JPEG copy: + \$14.85 (incl. \$1.35 fees)

☐ I want additional prints: + \$16.50 each (incl. \$1.50 fees)

ADD TO CART

Sales tax will be added at checkout.

8x10 Autograph \$66.00 (incl. \$6.00 fees)

Please pick the day that fits best into your schedule.

Friday	Saturday	Sunday
Time TBD	Time TBD	Time TBD

☐ James Spence Authentication: + \$16.50 (incl. \$1.50 fees)

Ticket quantity: I want 1 ticket. Each ticket is valid for the selected session.

ADD TO CART

Premium Autograph \$88.00 (incl. \$8.00 fees)

Please pick the day that fits best into your schedule.

Friday	Saturday	Sunday
Time TBD	Time TBD	Time TBD

☐ James Spence Authentication: + \$16.50 (incl. \$1.50 fees)

Ticket quantity:

Autograph + Selfie Combo \$110.00 (incl. \$10.00 fees)

Please pick the day that fits best into your schedule.

Friday	Saturday	Sunday
Time TBD	Time TBD	Time TBD

☐ James Spence Authentication: + \$16.50 (incl. \$1.50 fees)

Ticket quantity:

34. Yet again, unlike the other options included on the page, the box for “Email me a JPEG copy” is pre-checked by Leap. In other words, again, that “extra” service has been automatically added by Leap.

35. Although the cost of a photo op with Mr. Strong is advertised as \$74.25, the total amount charged by Leap after a consumer adds the opportunity to his or her “cart” and proceeds to check out is \$96.41, including tax:

Colorado Springs Comic Con 2026
August 21 - 23, 2026 - Broadmoor World Arena

You have 1 item in your cart.

Rider Strong \$89.10

Photo Op Friday + JPEG \$89.10 (incl. \$8.10 Admin fee)

CHANGE TIME REMOVE

* Note: Groups and times are subject to change!

Billing Information

Country: Select

Postal code/ZIP:

Order Summary (all prices are US Dollar)

Subtotal (1 item)	\$89.10
Admin fee (incl.)	\$8.10
Taxes (8.2%)	\$7.31
Total	\$96.41

REDEEM VOUCHER EXCHANGE TICKET

36. The \$14.85 pre-tax difference is attributable to the addition of the extra JPEG, which does not appear to be independently removable at checkout. Once more, the additions of that service and that charge are *not clearly and conspicuously* disclosed. Nor does Leap obtain a consumer’s *express informed consent* before charging the consumer for the transaction, which now includes the additional option and charge. The only way for the consumer to avoid

1 paying this hidden charge is by specifically declining it, or unchecking the box.

2 37. Upon information and belief, Leap employs, and has employed at all relevant
3 times, the same negative-option pricing/marketing, drip-pricing scheme in all instances in
4 which it sells photo ops online to consumers worldwide.

5 38. Ms. Rice purchased photo ops at Fanatics Fest with a number of WWE
6 superstars. In fact, she even purchased more than one photo op with certain superstars. Her
7 purchases included photo ops with the following individuals:

- 8 • Charlotte Flair (purchased on April 23, 2026);
- 9 • Cody Rhodes (Apr. 23, 2026 and July 9, 2026);
- 10 • Alexa Bliss (Apr. 23, 2026);
- 11 • Danhausen (Apr. 23, 2026 and Apr. 24, 2026);
- 12 • Drew McIntyre (Apr. 24, 2026);²¹
- 13 • Stephanie Vaquer (Apr. 24, 2026);
- 14 • Bron Breaker (May 28, 2026);
- 15 • Oba Femi (May 28, 2026);
- 16 • CM Punk (June 12, 2026); and
- 17 • Jade Cargill (July 10, 2026).

18 39. In addition, Ms. Rice used most of \$1,000 worth of credits provided to her by
19 Cash App to purchase photo ops at Fanatics Fest. Those credits, which are fungible, functioned
20 in the same way as cash; like cash, they could be redeemed for photo ops (and/or other
21 experiences and/or items). Ms. Rice used the credits to purchase, at a minimum, photo ops with
22 LA Knight, Jimmy Uso, Jade Cargill, and Becky Lynch. The credits that she spent for those
23 photo ops could have been used for other purposes if she had not spent them on photo ops,
24

25 ²¹ Ms. Rice ultimately exchanged the photo op with Mr. McIntyre for one with AJ Styles, another
26 WWE superstar. She then exchanged the one with Mr. Styles for a photo op with Liv Morgan (another
WWE superstar), which she obtained.

1 including the JPEGs.

2 40. Ms. Rice purchased each of her photo ops online. At that time of each purchase,
3 she was billed by Leap, and paid Leap in full, for the advertised cost of each opportunity. At
4 the same time, she was also charged by Leap, and paid Leap in full, for an additional JPEG of
5 each photograph to be sent to her via e-mail.

6 41. The additions of that “extra” service and the attendant additional charge – both
7 of which were material terms of the transaction – were never clearly or conspicuously disclosed
8 to Ms. Rice, who felt she had to act quickly to overcome the time-pressure applied by Leap.
9 Nor did Leap ever request or obtain Ms. Rice’s express informed consent to the additional
10 service and/or charge being included in the transaction. Ms. Rice could not – and did not –
11 provide informed (or express) consent to the inclusion of the JPEGs and the additional charges,
12 as she was unaware she was adding, or paying extra for, the JPEGs at the time she completed
13 the relevant transaction(s). She would not have selected or purchased the JPEG add-ons (other
14 than, perhaps, for the CM Punk photo op), or paid the additional fees (again other than,
15 perhaps, for a photo op with Mr. Punk), if she knew that they were optional.

16 42. After purchasing the photo ops, Ms. Rice received electronic tickets for them
17 from Leap. Those tickets made it seem as though the JPEGs and the attendant costs were
18 “included” within the price of the opportunity. For example:²²

19
20
21
22
23
24
25
26 ²² Personal information (*i.e.*, Ms. Rice’s e-mail address) and potentially personal information (*i.e.*,
a QR code) have been redacted from the pictures of the tickets below.

We look forward to seeing you at Fanatics Fest NYC
and making this a memorable experience!

Date of Purchase: 5/28/2026 10:26 AM
Order #: 55392720
Order Total: \$105.04*

* Will show on your statement as: EPO* Fanatics Fest NYC

Photo Op Tickets:

Oba Femi (Photo Op) - Sunday

Sunday, July 19, 2026

Nicole Rice

< [REDACTED]

This ticket includes 1 print and a
digital copy.

Redacted

Date of Purchase: 7/19/2026 9:46 AM
Order #: 56327744
Order Total: \$913.26*

Photo Op Tickets:

Becky Lynch (Photo Op) - Sunday

Sunday, July 19, 2026 @ 10:30 AM EDT**

You are in: **Group 7**
Which starts **11:30 AM**
at: **EDT****

Nicole Rice

< [REDACTED]

This ticket includes 1 print and a
digital copy.

** Times may change without notice.
Please check the schedule for current
times.

Redacted

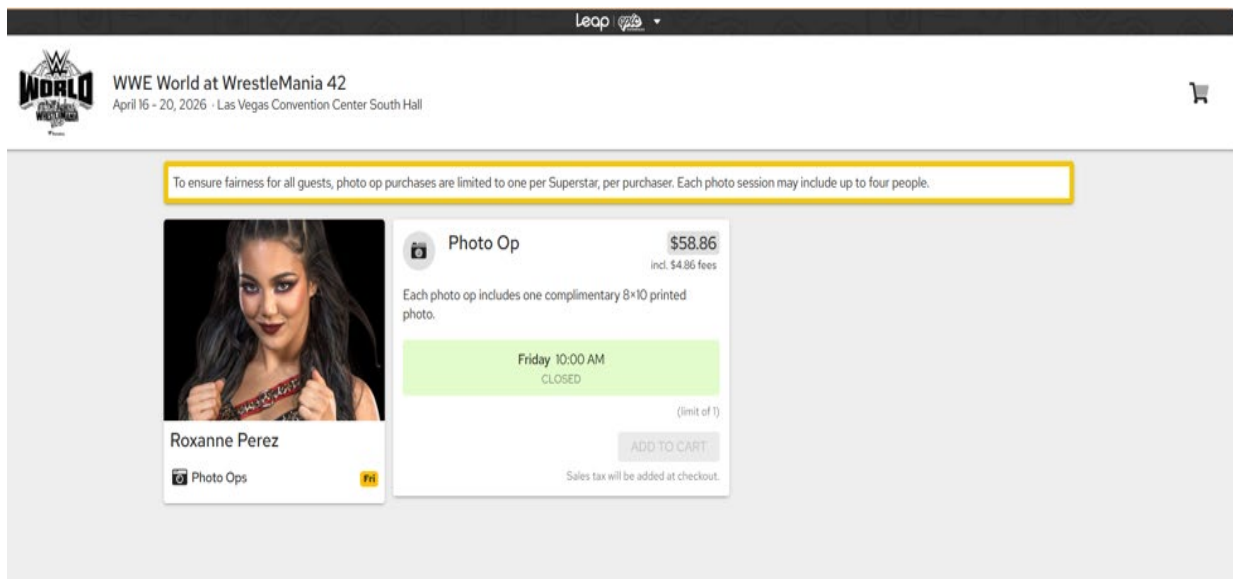
43. Ms. Rice attended Fanatics Fest in July 2026. After participating in each photo op, she received a JPEG of each photo.

44. Mr. Glinoga attended WWE World at WrestleMania 42 in April 2026. Prior to attending the event, which was held in Las Vegas, Nevada, he purchased from Leap – on or about March 19, 2026 and April 14, 2026 – photo ops with Fatal Influence, Gunther, Kendal Grey, Roxanne Perez, and Stephanie McMahon, all of whom are WWE superstars.

45. He also purchased photo ops with Blake Monroe and other WWE superstars at WWE Summer Slam Takeover in August 2026. He purchased his photo op with Ms. Monroe on July 13, 2026.

46. At the time of each online purchase, he was billed by Leap, and paid Leap in full, for the advertised cost of each opportunity. At the same time, he was also charged, and paid in full, for an additional JPEG of each photo to be sent to him via e-mail. At the time of the purchase, Mr. Glinoga was not aware that he was purchasing that add-on.

47. In each instance, the initially advertised price of the photo op was less than the amount that Leap ultimately charged and collected from Mr. Glinoga. For example, online, Leap advertised the cost of a photo op with Ms. Perez as \$58.86:



48. However, according to an April 14, 2026 e-mail that Leap sent to Mr. Glinoga, Leap charged him \$79.74 for his photo op with Ms. Perez. That e-mail states, in relevant part:

If you have purchased your tickets using a Prepaid card, PLEASE hold on to that card in the event of talent cancellations and refunds, as we must refund back to the original form of payment!

Be sure to [check our FAQ's](#) for helpful tips.

Sincerely,

Your Epic Experiences Team @ WWE World at WrestleMania 42

Date of Purchase: 4/14/2026 5:51 PM
Order #: 54806896
Order Total: \$79.74*
* Will show on your statement as: EPO* WWE World at Wres

Photo Op Tickets:

Roxanne Perez (Photo Op) - Friday

Upon information and belief, the difference between the advertised price for this photo op and the price actually charged for the opportunity is attributable (at least in part) to the surreptitious addition of the JPEG and the attendant fee, as well as the addition of applicable taxes.

49. The additions of that “extra” service and the attendant additional charge – both of which were material terms of the transaction – were never clearly or conspicuously disclosed to Mr. Glinoga. Nor did Leap ever request or obtain Mr. Glinoga’s express informed consent to the additional service and/or charge being included in the transaction. Mr. Glinoga could not – and did not – provide informed (or express) consent to the inclusion of the JPEGs and the additional charges, as he was unaware he was adding, or paying extra for, the JPEGs at the time he completed the relevant transactions. He would not have selected or purchased the JPEG additions, or paid the additional fees, if he knew that they were optional.

50. After purchasing the photo ops, Mr. Glinoga received confirmation of each purchase from Leap via e-mail. Those e-mail/tickets made it seem as though the JPEGs and the attendant costs were “included” within the price of the opportunities. For example, the

1 “Purchase Confirmation” that Leap sent to Mr. Glinoga on April 14, 2026 for the photo op with
 2 Ms. Perez stated, in relevant part:²³

3
 4 You are in: **Group 18**
 Which starts at: **11:25 AM PDT****

5 Mark Glinoga

Redacted

6 This ticket includes 1 print and a digital
 copy.

7 ** Times may change without notice. Please
 check the schedule for current times.

T-ZAK-Q2F-VHX

8 CLASS ALLEGATIONS

9 51. Pursuant to Federal Rule of Civil Procedure (“Rule”) 23, Plaintiffs bring this
 10 class action on behalf of themselves and all other individuals who are similarly situated.

11 52. Plaintiffs seek to represent a class of persons to be defined as follows:

12 All individuals who purchased a photo op(s) from Defendant and paid for a
 13 JPEG copy of the photograph within the relevant statute of limitations (the
 “Class”).

14 53. Specifically excluded from the Class are (a) Defendant; (b) any of its parents,
 15 subsidiaries, affiliates, divisions, predecessors, successors, or any other entities it legally
 16 controls; (c) each of their officers, directors, members, agents, trustees, employees, principals,
 17 servants, partners, or representatives, as well as each of their parents, spouses, children, trusts,
 18 heirs, successors, and assigns; and (d) the judicial officer to whom this case is assigned and his
 19 or her parents, spouses, children, trusts, heirs, successors, and assigns.

20 54. Subject to additional information obtained through further investigation and
 21 discovery, Plaintiffs reserve the right to amend, narrow, or expand the class definition(s).

22 55. *Numerosity*: The Class is so numerous that joinder of all members is
 23 impracticable. Although the precise number of Class members is unknown to Plaintiffs at this
 24

25 _____
 26 ²³ Personal information (*i.e.*, Mr. Glinoga’s e-mail address) has been redacted from the picture of
 the e-mail/ticket below.

1 time, it is likely to number in the tens or hundreds of thousands given that Leap claims to have
 2 facilitated more than 420,000 “photo and autograph experiences.” *See supra* at ¶ 23. The names
 3 and addresses of affected individuals are known to Defendant and can be identified through
 4 Defendant’s records. Class members may be notified of the pendency of this action by
 5 recognized, Court-approved notice dissemination methods, which may include U.S. mail,
 6 electronic mail, Internet postings, and/or published notice.

7 56. *Commonality*: There are questions of law and fact common to the members of
 8 the Class including, without limitation:

- 9 a. Is the manner in which Defendant sells and/or charges for photo
 10 ops that include JPEGs “unfair,” “deceptive,” or otherwise
 11 violative of Washington’s Consumer Protection Act (the
 “Consumer Protection Act”)?
- 12 b. Is Defendant’s use of a pre-checked box to make consumers
 13 purchase a JPEG reasonably understandable or readily noticeable
 to the consumers?
- 14 c. Does Defendant clearly and conspicuously disclose all material
 15 terms of the transaction (involving the sale of a photo op) before
 obtaining a consumer’s billing information?
- 16 d. Does Defendant obtain a consumer’s express informed consent to
 17 the addition of the JPEG or the attendant charge before charging
 the consumer for the transaction?
- 18 e. Does Defendant’s conduct, including, but not limited to its, use
 19 of negative-option pricing/marketing and/or drip pricing, impact
 20 and/or injure the public?
- 21 f. Would it give offense to equity and good conscience if Defendant
 22 is permitted to retain all of the money paid for the photo ops that
 included JPEGs?
- 23 g. Has Defendant accepted and retained a benefit, *i.e.*, payment for
 24 photo ops, under circumstances that make it inequitable for
 Defendant to retain the benefit?
- 25 h. Has Defendant taken money to which it is not entitled?
- 26

1 In addition, common questions include ones concerning the amount of damages and other
2 relief, including, but not limited to, declaratory and injunctive relief, to be awarded to Plaintiffs
3 and the Class members.

4 57. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the
5 Class. Plaintiffs and the other Class members each purchased a photo op(s) that included a pre-
6 selected option(s) to receive a JPEG copy(ies) of a photograph(s) via e-mail and were charged a
7 fee(s) to receive that JPEG copy(ies) that was in addition to the advertised price(s) of the photo
8 op(s).

9 58. *Adequacy of Representation*: Plaintiffs are adequate class representatives
10 because (i) Plaintiffs' interests do not conflict with the interests of the other Class members
11 whom Plaintiffs seek to represent; (ii) Plaintiffs have retained competent counsel who are
12 experienced in complex class-action litigation; and (iii) Plaintiffs intend to prosecute this action
13 vigorously. The Class members' interests will be fairly and adequately protected by Plaintiffs
14 and Plaintiffs' counsel.

15 59. *Predominance*: Common questions of law and fact predominate over any
16 questions affecting only individual Class members. Similar or identical violations, business
17 practices, and injuries are involved. Individual questions, if any, pale by comparison, in both
18 quality and quantity, to the numerous common questions that dominate this action. For
19 example, Defendant's liability is common to Plaintiffs and each member of the Class.

20 60. *Superiority*: A class action is superior to any other available means for the fair
21 and efficient adjudication of this controversy, and no unusual difficulties are likely to be
22 encountered in the management of this class action. The damages or other financial detriment
23 suffered by Plaintiffs and the Class members are relatively small, making it impracticable for
24 any Class member to bear the burden and expense required to individually prosecute claims
25 against Defendant. Even if Class members could afford individual litigation, the court system
26 could not. Individual litigation creates a potential for inconsistent or contradictory judgments

1 and increases the delay and expense to all parties and the court system. By contrast, the class-
 2 action device presents far fewer management difficulties and provides the benefits of a single
 3 adjudication, economies of scale, and comprehensive supervision by a single court.

4 61. Class membership is defined using objective criteria, and Class members may be
 5 readily identified through Defendant's books and records.

6 **COUNT I**
 7 **VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT,**
 8 **RCW 19.86, *et seq.***
(On Behalf of Plaintiffs and the Class)

9 62. Paragraphs 1-61 above are incorporated by reference as though fully set forth
 10 herein.

11 63. In Washington, "[u]nfair methods of competition and unfair or deceptive acts or
 12 practices in the conduct of any trade or commerce are ... unlawful." RCW 19.86.020.²⁴

13 64. By, *inter alia*, selling and charging for photo ops, Defendant, who advertises to
 14 the general public via the Internet (and/or other means), is engaged in trade and/or commerce.
 15 Accordingly, Defendant is, and at all relevant times has been, engaged in unfair and/or
 16 deceptive acts and/or practices occurring in trade or commerce.

17 65. Defendant's acts and/or practices, which are part of a pattern or generalized
 18 course of conduct, are unfair, at a minimum, because they are likely to cause substantial injury
 19 to consumers, which is not reasonably avoidable by consumers and is not outweighed by any
 20 countervailing benefit(s) to consumers.

21 66. Defendant's acts and/or practices, which are part of a pattern or generalized
 22 course of conduct, are deceptive, at a minimum, because they have the capacity to deceive a
 23 substantial portion of the population.

24 ²⁴ Defendant's conduct is actionable regardless of whether any person was misled or deceived by
 25 it. *See, e.g., State v. A.N.W. Seed Corp.*, 116 Wash. 2d 39, 50 (1991) (describing the "established
 26 predicates to a [Consumer Protection Act] violation").

1 67. Defendant intentionally and/or recklessly violated the Consumer Protection Act
 2 by, *inter alia*, engaging in negative-option pricing/marketing and drip pricing. Defendant's
 3 unfair and deceptive acts, practices, and/or omissions – which concern a matter of material
 4 importance (*i.e.*, price) and are on-going – trick, coerce, and/or manipulate fans into paying
 5 more for photo ops than they expect to pay and/or otherwise should or would pay.

6 68. The federal Restore Online Shoppers' Confidence Act ("ROSCA"), 15 U.S.C.
 7 §§ 8401, *et seq.*, which is incorporated into Section 5 of the Federal Trade Commission Act, 15
 8 U.S.C. § 45, imposes certain restrictions on negative-option pricing/marketing online. For
 9 example, it makes it "unlawful for any person to charge or attempt to charge any consumer for
 10 any goods or services sold in a transaction effected on the Internet through a negative option
 11 feature ... unless the person ... provides text that clearly and conspicuously discloses all
 12 material terms of the transaction before obtaining the consumer's billing information." 15
 13 U.S.C. § 8403(1). ROSCA also makes it illegal for a person to engage in negative-option
 14 pricing and/or marketing "unless the person ... obtains a consumer's express informed consent
 15 before charging the consumer's credit card, debit card, bank account, or other financial account
 16 for products or services through such transaction." 15 U.S.C. § 8403(2).

17 69. Defendant charges a consumer(s) for good and services, *i.e.*, the photo op(s) and
 18 associated photograph(s), sold via an online transaction that employs a negative-option feature,
 19 *i.e.*, the pre-checked box to receive a JPEG via e-mail, but does not clearly and conspicuously
 20 (if at all) disclose all material terms of the transaction before obtaining a consumer's billing
 21 information. That pre-checked box is neither reasonably understandable nor readily noticeable
 22 to the consumers, failing to alert them that they will be charged for an additional product or that
 23 they can avoid that charge. Furthermore, any mention of the additional JPEG and the related
 24 charge are shown online in a manner that appears intended not to be noticeable, including, but
 25 not limited to, through the use of small and faint text, especially when considered in the context
 26 of the time-pressure applied by Defendant. Further still, Defendant's website is set up and

1 operated in a deceptive and confusing manner, which leverages the time pressure placed on
2 consumers to create confusion and/or uncertainty about what a consumer is actually
3 purchasing.

4 70. Additionally, Defendant never obtains a consumer's express informed consent to
5 the automatic addition of the JPEG or the charge for the add-on before charging the consumer
6 for the transaction. Indeed, regardless of timing, it never obtains a consumer's express or
7 informed consent to the additional feature or charge at all. If nothing else, its failure to clearly
8 and conspicuously disclose the add-on and the additional charge necessarily means that
9 Defendant did not obtain consumers' express informed consent.

10 71. Additionally, Defendant fails to give consumers an opportunity to remove the
11 JPEG add-on at the checkout screen without also deleting the entire photo op package from the
12 cart, thereby reinforcing the perception that the JPEG is not optional and that consumers have
13 no ability to decline the additional charge.

14 72. Further, Defendant's website functions in a way that pressures consumers to
15 select and make their purchases quickly to avoid the risk that the opportunities to take photo
16 ops with their favorite superstars, actors, etc. is sold out before they can complete the checkout
17 process.

18 73. As a result of Defendant's unlawful, unfair, and deceptive acts and/or practices,
19 Plaintiffs and each Class member, who were deprived of a meaningful choice on a critical
20 term(s) of their transactions, suffered an injury(ies), harm(s), and/or damages, *e.g.*, the
21 additional amount of money each person was made to pay for the JPEG to be e-mailed to that
22 person.

23 74. Defendant's unlawful acts, practices, and/or conduct caused the injuries and
24 losses (including, but not limited to the loss of choice and the value associated therewith)
25 suffered by Plaintiffs and each Class member. But for Defendant's unfair and deceptive acts
26

1 and/or practices, which, *inter alia*, violate ROSCA, Plaintiffs and each Class member would
 2 not have suffered those injuries and losses.²⁵

3 75. Defendant's conduct impacts and/or is injurious to the public (and the public
 4 interest) because it has injured many other persons in addition to Plaintiffs – specifically any
 5 consumer(s) who purchased a photo op from Leap that included a JPEG copy. Upon
 6 information and belief, many such purchases were made prior to Plaintiffs purchasing their
 7 photo ops.

8 76. Defendant's conduct also impacts and/or is injurious to the public (and the
 9 public interest) because it has the capacity to injure other persons, specifically any consumer(s)
 10 who may purchase a photo op from Leap that includes a JPEG copy. There is a real and
 11 substantial potential that Defendant will continue to repeat its conduct and that other consumers
 12 will continue to be injured and/or damaged.

13 77. Relevant violations, injuries, harms, and damages are continuing and on-going.

14 **COUNT II**
 15 **MONEY HAD AND RECEIVED**

16 78. Paragraphs 1-77 above are incorporated by reference as though fully set forth
 17 herein.

18 79. Plaintiffs and the Class members each paid money to Defendant for photo ops
 19 that included JPEGs. Defendant – which, through, *inter alia*, its negative-option pricing
 20 scheme, effectively usurped consumers' purchasing discretion and deprived them of options
 21 and the right to control their own resources (both of which have independent economic value) –
 22 received that money in such circumstances that it would give offense to equity and good
 23 conscience if it was permitted to retain all of the money paid.

24
 25 ²⁵ For the avoidance of any doubt, Defendant's acts, practices, and/or conduct are actionable under
 26 the Consumer Protection Act regardless whether they are violative of ROSCA. Regardless, Defendant's
 acts, practices, and/or conduct are still, *inter alia*, unfair and deceptive.

80. Specifically, through, *inter alia*, its use of negative-option pricing/marketing and drip pricing, Defendant, *inter alia*, tricked, coerced, and/or manipulated fans into paying more for photo ops than they expected to pay and/or otherwise should or would pay. Defendant, who has taken advantage of consumer inertia, should not be permitted to benefit from its inequitable, duplicitous, surreptitious, misleading, deceptive, unfair, and/or illegal conduct. It would be against equity and good conscience if it were permitted to retain 100 percent of all amounts paid by consumers for photo ops.

81. Relevant violations, injuries, harms, and damages are continuing and on-going.

COUNT III

UNJUST ENRICHMENT

82. Paragraphs 1-81 above are incorporated by reference as though fully set forth herein.

83. Plaintiffs and the Class members conferred a benefit(s) on Defendant in the form of the money that they paid for their photo ops that included JPEGs.

84. Defendant – which, through, *inter alia*, its negative-pricing scheme, effectively usurped consumers’ purchasing discretion and deprived them of options and the right to control their own resources (both of which have independent economic value) – received, knew of, and appreciated this benefit(s). Defendant was responsible for the manner in which the photo ops were, *inter alia*, marketed, sold, and priced.

85. Defendant has accepted and retained this benefit(s) under circumstances that make it inequitable for it to retain the benefit(s). Specifically, through, *inter alia*, its use of negative-option pricing/marketing and drip pricing, Defendant, *inter alia*, tricked, coerced, and/or manipulated fans into paying more for photo ops than they expect to pay and/or otherwise should or would pay. Defendant – which, also through its negative-pricing scheme, (i) upon information and belief, reduced its own costs and (ii) placed the burden of avoiding

1 unwanted charges onto consumers – should not be permitted to benefit from its inequitable,
 2 duplicitous, surreptitious, misleading, deceptive, unfair, and/or illegal conduct.

3 86. Relevant violations, injuries, harms, and damages are continuing and on-going.

4 **COUNT IV**
 5 **CONVERSION**

6 87. Paragraphs 1-86 above are incorporated by reference as though fully set forth
 7 herein.

8 88. Defendant has willfully interfered with and taken money belonging to Plaintiffs
 9 and the Class members, without lawful justification, and thereby deprived Plaintiffs and Class
 10 members of that money. Defendant – which also has deprived Plaintiffs and the Class member
 11 of economically valuable options and rights – has done so through, *inter alia*, its use of
 12 negative-option pricing/marketing and drip pricing, which tricked, coerced, and/or manipulated
 13 fans into paying more for photo ops than they expected to pay and/or otherwise should or
 14 would have paid.

15 89. Defendant was responsible for the manner in which the photo ops were, *inter*
 16 *alia*, marketed, sold, and priced. As such, it has taken – by false pretenses and/or other means –
 17 money to which it is not entitled and, thereby, deprived fans of their money.

18 90. Defendant has wrongfully received and retained the money that Plaintiffs and
 19 the Class members were made to pay for the JPEGs.

20 91. Defendant's wrongful possession of such money is ongoing.

21 92. According to its website, Leap does “not offer refunds after the refund deadline,
 22 which is usually one week before the start of the convention.” As such, any request for a
 23 refund, or the return of the money deceitfully obtained by Defendant, would have been futile.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs and the Class members, through counsel, request judgment
 26 against Defendant as follows:

1. an order certifying the Class under Rule 23, naming Plaintiffs as the Class representatives and Plaintiffs' attorneys as Class counsel to represent the Class;
2. an award of actual, compensatory, and/or consequential damages;
3. alternatively, an award of nominal damages (if and as necessary);
4. an award, restitution, or the return or refund of all monies acquired by Defendant by means of any and all illegal and/or improper act(s), practice(s), and/or conduct;
5. disgorgement of all amounts improperly and/or unjustly charged, collected, received, maintained, converted, retained, or held by Defendant;
6. an award of treble damages, as permitted by RCW 19.86.090 and/or as otherwise permitted by law;
7. an award of attorneys' fees and expenses incurred in connection with this action, as permitted by RCW 19.86.090 and/or as otherwise permitted by law;
8. an award of the costs of this action, as permitted by RCW 19.86.090 and/or as otherwise permitted by law;
9. an award of any applicable civil, statutory, or other penalty(ies) (if and as permitted by law);
10. a declaration that the manner by which Defendant prices, charges, markets, and sells its photo ops violates the Consumer Protection Act;
11. injunctive relief (if and as permitted by law) prohibiting Defendant from continuing to price, charge, market, and/or sell its photo ops in a manner that violates the Consumer Protection Act; and/or
12. any other legal or equitable relief as the Court deems appropriate.

JURY TRIAL DEMAND

Plaintiffs and the Class members request a jury trial with respect to each of the claims alleged herein that are so triable.

DATED this 6th day of August, 2026.

TOUSLEY BRAIN STEPHENS PLLC

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