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16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**
 18 **WESTERN DIVISION**

19 MICHELLE STERIOFF, individually
 20 and on behalf of all others similarly
 21 situated,

22 Plaintiff,

23 v.

24 LIVE NATION ENTERTAINMENT,
 25 INC., and TICKETMASTER, LLC,
 26 Defendants.

27 Case No. 2:22-cv-9230

28 **CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

1 Plaintiff Michelle Sterioff (“Plaintiff”), individually and on behalf of all
2 others similarly situated (the “Classes,” as defined below), brings this Class Action
3 Complaint against defendants Live Nation Entertainment, Inc. (“Live Nation”) and
4 Ticketmaster, LLC (“Ticketmaster”) (collectively, “Defendants”), and respectfully
5 alleges as follows. Plaintiff bases the allegations herein on personal knowledge as
6 to matters related to, and known to, her. As to all other matters, Plaintiff bases her
7 allegations on information and belief, through investigation of her counsel. Plaintiff
8 believes substantial evidentiary support exists for the allegations below and seeks a
9 reasonable opportunity for discovery.

10 **NATURE OF THE ACTION**

11 1. Plaintiff brings this consumer protection and antitrust class action
12 lawsuit against Defendants, based on Defendants’ anticompetitive and misleading
13 conduct with respect to their handling of the presale, sale, and resale of concert
14 tickets to Taylor Swift’s “The Eras” Tour.

15 2. Based on information and belief, Defendants have effectuated an
16 anticompetitive scheme aimed at eliminating and/or substantially minimizing all
17 competition in markets for both primary ticketing services and, more recently,
18 secondary ticketing services.

19 3. Based on information and belief, the central components of
20 Defendants’ scheme are as follows. First, Defendants eliminate competition in the
21 primary ticketing services market by coercing major concert venue operators to enter
22 into long-term exclusive contracts with Ticketmaster. Because Ticketmaster has
23 exclusive agreements with virtually all venues capable of accommodating large
24 concerts, Taylor Swift and other popular musicians have no choice but to sell their
25 tickets through Ticketmaster, and their fans have no choice but to purchase tickets
26 through Ticketmaster’s primary ticketing platform. Second, Defendants attempt to
27 eliminate competition in the secondary ticketing services market by utilizing
28 technology that limits a primary (or secondary, etc.) purchaser from transferring

1 tickets, unless those tickets are resold through Ticketmaster’s secondary ticketing
2 platform. As a result of this scheme, over 70% of tickets for major concert venues
3 in the United States are sold through Ticketmaster’s online platforms at monopolistic
4 prices.

5 4. Taylor Swift, an eleven-time Grammy Award winner and one of the
6 best-selling musicians of all time, and Taylor Swift Management contracted with
7 Ticketmaster for venues and ticketing services for Taylor Swift’s “The Eras” Tour.
8 This tour will be her first since 2018 and will be a “journey through all of the musical
9 eras of [her] career,” meaning every one of Swift’s ten albums – six of which have
10 either been released or re-recorded since her 2018 tour – are expected to be
11 represented.¹ As one of the most, if not the most, popular musicians in the world,
12 Taylor Swift has millions of fans who attempted to purchase tickets to her highly
13 anticipated “The Eras” Tour.

14 5. On or about November 1, 2022, Ticketmaster announced that ticket
15 sales for “The Eras” Tour would begin on November 15, 2022. The sale, which was
16 expected to face “extremely high demand,” would be broken into three phases: (1)
17 the November 15, 2022 TaylorSwiftTix Presale, (2) the November 16, 2022 Capital
18 One Presale, and (3) the November 18, 2022 General Public Sale.

19 6. Based on information and belief, Ticketmaster intentionally and
20 purposefully misled millions of fans into believing it would prevent bots and scalpers
21 from participating in the presales. However, millions of fans were unable to
22 purchase tickets during the TaylorSwiftTix Presale and the Capital One Presale, due
23 in large part to unprecedented website traffic caused by Ticketmaster allowing 14
24 million unverified Ticketmaster users and a “staggering”² number of bots to
25 participate in the presales.

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27 ¹ <https://www.cnn.com/2022/11/01/entertainment/taylor-swift-eras-tour/index.html>
(Last visited on Dec. 20, 2022)

28 ² [https://business.ticketmaster.com/business-solutions/taylor-swift-the-eras-tour-
onsale-explained/](https://business.ticketmaster.com/business-solutions/taylor-swift-the-eras-tour-onsale-explained/) (Last visited on Dec. 20, 2022)

1 7. Based on information and belief, Ticketmaster knew it would not have
2 sufficient ticket inventory after the presales, but still intentionally and knowingly
3 misled millions of fans into believing they could purchase tickets during the General
4 Public Sale on November 18, 2022. On November 17, 2022, Ticketmaster canceled
5 the General Public Sale, citing insufficient remaining ticket inventory.

6 8. Based on information and belief, Defendants’ dominant market
7 position has allowed Ticketmaster to charge supracompetitive ticketing fees for its
8 primary ticketing services, which can increase the price of a ticket to the consumer
9 by 20-80% over the ticket’s “face value” (which is typically set by the artist, in this
10 case Taylor Swift Management). Consumers have no choice but to pay these
11 supracompetitive prices set by Ticketmaster.

12 9. Based on information and belief, Defendants’ dominant market
13 position has also allowed Ticketmaster to charge supracompetitive ticketing fees for
14 its secondary ticketing services. The “face value” price of a secondary (or tertiary,
15 etc.) ticket is set by the ticket seller. Ticketmaster can then charge fees on *both sides*
16 of the transaction. A ticket seller therefore must pay a set fee (often a percentage of
17 the “face value” they set for the ticket sale), and the purchaser must also pay a set
18 fee (often, also a percentage of the sale price, as well as other assorted fees).

19 10. Defendants’ dominance over the primary and secondary ticketing
20 services markets has allowed Ticketmaster to dramatically increase its revenues by
21 allowing it to levy monopolistic fees on the second (and third, etc.) sale of the same
22 ticket(s) it sold in the primary sale. Ticketmaster has leveraged these effects into
23 massive growth for its secondary ticketing service business, which has come at the
24 expense of consumers because it has led to ever more supracompetitive ticketing
25 fees for both primary and secondary ticketing services at major concert venues,
26 including for virtually all venues hosting “The Eras” Tour.

27 11. The policy and spirit of the California antitrust laws are to promote the
28 free play of competitive market forces and the resulting lower prices to consumers.

1 Ticketmaster is the dominant online venue for concert ticket presale, sale, and resale
2 in the United States and has violated the policy, spirit, and letter of those laws by
3 imposing agreements and policies at the retail and wholesale level that have
4 prevented effective price competition across a wide swath of online ticket sales.

5 12. Based on information and belief, Ticketmaster claims these agreements
6 and policies improve customer experiences and keep ticket prices down. This is in
7 spite of the massive number of customer complaints Ticketmaster receives every
8 day, the dramatic increase in ticket prices since Ticketmaster achieved monopoly
9 power, and the excessive service fees Ticketmaster attaches that are far higher than
10 service fees for any similar service in other markets. Ticketmaster is a monopoly
11 that is only interested in taking every dollar it can from a captive public.

12 13. California antitrust laws are concerned with protecting market
13 competition and preventing a single, dominant company from setting overly high
14 prices because of its lack of competitors. Defendants have engaged in
15 anticompetitive conduct to cement their dominance and to harm consumers in
16 California, Washington, and across the United States.

17 **JURISDICTION AND VENUE**

18 14. This Court has jurisdiction over this action pursuant to the Class Action
19 Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) (“CAFA”). The matter in controversy,
20 exclusive of interest and costs, exceeds the sum or value of \$5,000,000, and there is
21 diversity of citizenship between some members of the proposed classes and each
22 Defendant.

23 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)
24 because Defendants sell tickets throughout the State of California, including in this
25 District, and caused harm to class members residing in this District. Moreover, both
26 Ticketmaster and Live Nation maintain their principal places of business in this
27 District.

28 16. This Court has personal jurisdiction over Defendants because

1 Defendants have sufficient minimum contacts in the State of California, and/or
2 otherwise intentionally avail themselves of the markets within the State of
3 California, through the sale of concert tickets in this State and to California
4 consumers to render the exercise of jurisdiction by this Court permissible under
5 traditional notions of fair play and substantial justice. Additionally, both
6 Ticketmaster and Live Nation maintain their principal places of business in
7 California.

8 **PARTIES**

9 **Plaintiff**

10 17. Plaintiff Michelle Sterioff is a citizen of Washington and resides in
11 Kirkland, Washington.

12 18. On November 1, 2022, Plaintiff registered for the TaylorSwiftTix
13 Presale. In registering for this Presale, Plaintiff saw and relied on Defendants’
14 representation that Ticketmaster’s “Verified Fan” program would “level the playing
15 field so that more tickets go to fans who intend to go to the show – and not to ticket
16 bots.”³

17 19. On November 14, 2022, Plaintiff received an email from Ticketmaster
18 saying that “Due to historic demand for Taylor Swift | The Eras Tour, you are
19 currently on the waitlist.”

20 20. On November 15, 2022, Plaintiff participated in the TaylorSwiftTix
21 Presale but was unable to secure a ticket.

22 21. Plaintiff also participated in a Ticketmaster Capital One Cardholder
23 Presale which was held on November 16, 2022. She again was unable to secure a
24 ticket.

25 22. During the Ticketmaster Capital One Cardholder Presale, Plaintiff
26 Sterioff repeatedly tried selecting seats, and each time would get a message that

27 _____
28 ³ “Everything you need to know about Ticketmaster Verified Fan”
<https://blog.ticketmaster.com/verifiedfan-faq/> (Last visited on Dec. 20, 2022)

1 someone else had beat her to the seats.

2 23. Plaintiff was ultimately unable to purchase tickets during the
3 Ticketmaster Capital One Cardholder Presale.

4 24. Because Plaintiff was unable to secure any tickets during the
5 Ticketmaster presales, and because she experienced significant technical issues
6 while using Ticketmaster’s ticketing platforms, she was forced to purchase tickets
7 through an alternate secondary ticketing service provider after the Ticketmaster
8 General Public Sale was canceled. Based on information and belief, the “face
9 value” price of these secondary tickets was based on the monopolistic prices charged
10 by Ticketmaster in the prior transaction (*i.e.*, on Ticketmaster’s primary or secondary
11 ticketing platform).

12 **Defendants**

13 25. Defendant Live Nation Entertainment, Inc. (formerly known as Live
14 Nation, Inc.) is a Delaware corporation with its principal place of business at 9348
15 Civic Center Drive, Beverly Hills, California, 90210. Live Nation is the largest live
16 entertainment company in the world, connecting over half a billion fans across all
17 its platforms in 29 countries. Live Nation, directly and/or through its agents, is
18 responsible for the promotion of concerts, including concerts in Taylor Swift’s “The
19 Eras” Tour.

20 26. Defendant Ticketmaster, LLC is a wholly-owned subsidiary of Live
21 Nation Entertainment, Inc. Ticketmaster is a limited liability company organized
22 and existing under the laws of Virginia with its principal place of business at 7060
23 Hollywood Boulevard, Hollywood, California, 90028. Ticketmaster is the largest
24 ticketing company in the United States, with 2019 revenues of approximately \$1.54
25 billion. Ticketmaster, directly and/or through its agents, is responsible for primary
26 ticketing services and secondary ticketing services for concerts, including concerts
27 in Taylor Swift’s “The Eras” Tour. In performing the anticompetitive acts alleged
28 herein, Ticketmaster acted under the direction and control of, and in coordination

1 with, Defendant Live Nation Entertainment, and its senior-most executives.

2 **FACTUAL ALLEGATIONS**

3 **TaylorSwiftTix Presale Registration**

4 27. Based on information and belief, at all relevant times, Ticketmaster
5 controlled the registration and access to “The Eras” Tour tickets. On or about
6 November 1, 2022, Ticketmaster announced that registration for the TaylorSwiftTix
7 Presale would take place from November 1-9, 2022. This presale would be powered
8 by Ticketmaster’s “Verified Fan” program which promised to “level the playing
9 field so that more tickets go to fans who intend to go to the show – and not to ticket
10 bots.”

11 28. On November 14, 2022, select “verified” fans of the TaylorSwiftTix
12 Presale were sent an access code, as well as a link via text to the cell phone associated
13 with the Ticketmaster registration. Each access code allowed the purchase of up to
14 six tickets, and each fan could receive up to three access codes. This means that a
15 single fan, or a scalper, could purchase as many as eighteen tickets during this
16 presale.

17 29. Based on information and belief, thousands of “verified” fans were not
18 sent access codes or were sent codes that did not work. Plaintiff was “verified” but
19 did not receive an access code.

20 **TaylorSwiftTix Presale and Capital One Presale**

21 30. The TaylorSwiftTix presale took place on November 15, 2022. Based
22 on information and belief, millions of “verified” fans who had received access codes
23 were unable to purchase tickets due to several issues, including but not limited to the
24 following: (a) the access codes did not work, (b) Ticketmaster’s website crashed, (c)
25 tickets were removed from the fan’s purchases basket before the transaction could
26 be completed, or (d) all available tickets had been purchased.

27 31. Ticketmaster also offered a presale for Capital One cardholders, which
28 took place on November 16, 2022. Cardholders received an email link to access this

1 presale and were instructed to use the last six digits of their cardholder account as
2 an access code.

3 32. Millions of fans waited up to eight hours during the Capital One Presale
4 but were unable to purchase tickets due to issues similar to those that arose during
5 the TaylorSwiftTix Presale.

6 33. Ticketmaster had advertised a General Public Sale which was
7 scheduled to begin on November 18, 2022. On November 17, 2022, Ticketmaster
8 cancelled the General Public Sale, citing the insufficient remaining ticket inventory.

9 **Defendants’ Deceptive and Anticompetitive Conduct**

10 34. Based on information and belief, Ticketmaster intentionally and
11 knowingly misled millions of “verified” fans into believing they would be able to
12 purchase tickets during the TaylorSwiftTix Presale. Ticketmaster “verified” over
13 3.5 million fans and distributed access codes to approximately 1.5 million fans. Each
14 access code allowed the purchase of up to six tickets, meaning the 1.5 million access
15 codes could be used to purchase up to *9 million* tickets. Ticketmaster only allocated
16 2 million tickets for the TaylorSwiftTix presale, and only sold a total of 2.4 million
17 tickets for the entire tour. Ticketmaster intentionally provided codes and verified
18 fans when it knew the available ticket inventory could not satisfy this demand.

19 35. Based on information and belief, Ticketmaster intentionally and
20 knowingly misled fans into believing it would prevent bots and scalpers from
21 participating in the presales when, in reality, Ticketmaster permitted a “staggering”
22 amount of bots and scalpers to participate in the presales *and* took affirmative steps
23 to profit from the scalped tickets. Ticketmaster utilized technology that that limits
24 a primary (or secondary, etc.) purchaser from transferring tickets, unless those
25 tickets are resold through Ticketmaster’s secondary ticketing platform. This allowed
26 Ticketmaster to remove competition from both the primary and secondary ticketing
27 markets and charge monopolistic ticketing fees every time a single ticket is resold.

28 36. Based on information and belief, Ticketmaster intentionally and

1 knowingly misled fans into believing all tickets sold during the TaylorSwiftTix
2 Presale were priced according to the face value prices negotiated by Taylor Swift
3 Management (*i.e.*, at primary purchasing prices). In reality, Ticketmaster
4 intentionally and knowingly allowed primary ticket purchasers, including bots and
5 scalpers, to *resell* tickets during this presale for double and triple the face value
6 prices. This means that a consumer who purchases a ticket on a secondary ticketing
7 platform (including, but not limited to, Ticketmaster’s platform) could unknowingly
8 purchase a ticket that has already been resold and is therefore triple (or quadruple,
9 etc.) the primary ticket’s face value price.

10 37. Based on information and belief, Ticketmaster intentionally and
11 knowingly misled fans into believing only “verified” fans could participate in the
12 TaylorSwiftTix Presale. Instead, Ticketmaster invited unprecedented traffic to its
13 website during the TaylorSwiftTix Presale by allowing 14 million unverified
14 Ticketmaster users and a “staggering”⁴ number of bots to participate.

15 38. Based on information and belief, Ticketmaster intentionally and
16 knowingly allowed TaylorSwiftTix Presale purchasers to purchase VIP tickets
17 knowing that the mailed portion of the VIP package would be voided and never reach
18 the fan.

19 39. Based on information and belief, Ticketmaster intentionally and
20 knowingly misled millions of Capital One cardholders into believing they would be
21 able to purchase tickets during the Capital One Presale. Ticketmaster knew it could
22 not satisfy the demand for this presale, as less than ten percent of the total tickets
23 were available for this presale.

24 40. Based on information and belief, Ticketmaster knew it would not have
25 sufficient ticket inventory after the presales, but still intentionally and knowingly
26 misled millions of fans into believing they could purchase tickets during the General

27 _____
28 ⁴[https://business.ticketmaster.com/business-solutions/taylor-swift-the-eras-tour-
onsale-explained/](https://business.ticketmaster.com/business-solutions/taylor-swift-the-eras-tour-onsale-explained/) (Last Visited on Dec. 20, 2022)

1 Public Sale on November 18, 2022.

2 41. Based on information and belief, Ticketmaster intentionally and
3 knowingly sold obstructed view tickets without purchasers knowing that the tickets
4 were for seats with obstructed views.

5 42. Based on information and belief, Ticketmaster allowed the limited
6 number of ADA-compliant seats to be sold without verification of disability or need,
7 thus depriving individuals with disabilities access to ADA-compliant seats.

8 43. Defendants' anticompetitive conduct has established a monopoly over
9 the primary and secondary ticketing services markets. Defendants have leveraged
10 this monopoly to dramatically increase ticketing fees on the second (and third, etc.)
11 sale of the same ticket(s) Ticketmaster sold in the primary sale.

12 44. Consequently, Plaintiff and the Class members had no choice but to pay
13 supracompetitive ticketing fees for both primary and secondary ticketing services
14 for Taylor Swift's "The Eras" Tour.

15 **CLASS ACTION ALLEGATIONS**

16 45. Plaintiff brings this class action pursuant to Rule 23 of the Federal
17 Rules of Civil Procedure, individually and on behalf of all members of the following
18 Classes (collectively the Classes are referred to herein as the "Classes"):

19 **Washington Subclass**

20
21 All persons who purchased one or more tickets to Taylor Swift's "The Eras"
22 Tour in the State of Washington, for personal, family, or household
23 purposes.

24 **Nationwide Class**

25 All persons who purchased one or more tickets to Taylor Swift's "The Eras"
26 Tour in the United States, for personal, family, or household purposes.
27
28

1 46. Excluded from the Classes are the following individuals and/or entities:
2 Defendants and their parents, subsidiaries, affiliates, officers and directors, current
3 or former employees, and any entity in which Defendants have a controlling interest;
4 all individuals who make a timely election to be excluded from this proceeding using
5 the correct protocol for opting out; and all judges assigned to hear any aspect of this
6 litigation, as well as their immediate family members.

7 47. Plaintiff reserves the right to modify or amend the definition of the
8 proposed Classes after having had an opportunity to conduct discovery.

9 48. Plaintiff is a member of all Classes.

10 49. Numerosity: The proposed Classes are so numerous that joinder of all
11 members would be impractical. Ticketmaster sold approximately 2.4 million tickets
12 to Taylor Swift’s “The Eras” Tour. The number of individuals who suffered
13 damages as a result of Defendants’ anticompetitive and misleading conduct is
14 therefore in the millions. Accordingly, members of the Classes are so numerous that
15 their individual joinder herein is impractical. While the precise number of members
16 of each of the Classes and their identities are unknown to Plaintiff at this time, the
17 members of the Classes are identifiable and ascertainable.

18 50. Common Questions Predominate: There are questions of law and fact
19 common to the proposed Classes that will drive the resolution of this action and will
20 predominate over questions affecting only individual members of the Classes. These
21 questions include, but are not limited to, the following:

- 22 a. Whether Defendants misrepresented material facts and/or failed
23 to disclose material facts in connection with the advertising,
24 marketing, distribution, and sale of “The Eras” Tour tickets;
- 25 b. Whether Defendants’ coordinated efforts to monopolize the
26 primary and secondary ticketing services markets constitute
27 violations of the Cartwright Act;
- 28

- 1 c. Whether Defendants engaged in unfair, unlawful and/or
- 2 fraudulent business practices;
- 3 d. Whether Defendants’ unlawful conduct, as alleged herein, was
- 4 intentional and knowing;
- 5 e. Whether Plaintiff and the Classes are entitled to damages and/or
- 6 restitution, and in what amount;
- 7 f. Whether Defendants are likely to continue using false,
- 8 misleading or unlawful conduct such that an injunction is
- 9 necessary; and
- 10 g. Whether Plaintiff and the Classes are entitled to an award of
- 11 reasonable attorneys’ fees, interest, and costs of suit.

12 51. Defendants have engaged in a common course of conduct giving rise to
13 violations of the legal rights sought to be enforced uniformly by Plaintiff and
14 members of the Classes. Similar or identical statutory and common law violations,
15 business practices, and injuries are involved. The injuries sustained by members of
16 the proposed Classes flow, in each instance, from a common nucleus of operative
17 fact, namely, Defendants’ anticompetitive and misleading conduct in connection
18 with its ticketing services for Taylor Swift’s “The Eras” Tour. Each instance of
19 harm suffered by Plaintiff and members of the Classes has directly resulted from a
20 single course of illegal conduct. Therefore, individual questions, if any, pale in
21 comparison to the numerous common questions presented in this action.

22 52. Superiority: Because of the relatively small size of the claims of the
23 individual members of the Classes, no member of the Classes could afford to seek
24 legal redress on an individual basis. Furthermore, individualized litigation increases
25 the delay and expense to all parties and multiplies the burden on the judicial system
26 presented by the complex legal and factual issues of this case. Individualized
27 litigation also presents a potential for inconsistent or contradictory judgments. A
28 class action is superior to any alternative means of prosecution.

1 53. Typicality: The representative Plaintiff’s claims are typical of those of
 2 the proposed Classes, as all members of the proposed Classes are similarly affected
 3 by Defendants’ uniform unlawful conduct as alleged herein.

4 54. Adequacy: Plaintiff will fairly and adequately protect the interests of
 5 the proposed Classes as her interests do not conflict with the interests of the members
 6 of the proposed Classes she seeks to represent, and she has retained counsel
 7 competent and experienced in class action litigation. The interests of the members
 8 of the Classes will be fairly and adequately protected by Plaintiff and her counsel.

9 55. This lawsuit is maintainable as a class action under Federal Rule of
 10 Civil Procedure 23, including Fed. R. Civ. P. Rule 23(b)(2), because Defendants
 11 acted, or failed to act, on grounds generally applicable to Plaintiff and the proposed
 12 Classes, supporting the imposition of uniform relief, both monetary and injunctive,
 13 to ensure compatible standards of conduct toward the members of the Classes.

14 56. Plaintiff reserves the right to alter the definitions of the Classes as she
 15 deems necessary at any time to the full extent that the Federal Rules of Civil
 16 Procedure, the Local Rules of the United States District Court for the Central District
 17 of California, and applicable precedent allow.

18 57. Certification of Plaintiff’s claims for class-wide treatment is
 19 appropriate because Plaintiff can prove the elements of her claims on a class-wide
 20 basis using the same evidence as individual members of the Classes would use to
 21 prove those elements in individual actions alleging the same claims.

22 **CLAIMS FOR RELIEF**

23 **FIRST CLAIM FOR RELIEF**

24 **Violation of California’s Consumers Legal Remedies Act (“CLRA”)**

CAL. CIV. CODE § 1750, *et seq.*

25 ***(for the Nationwide Class; in the alternative, for the Washington Subclass)***

26 ***(against Ticketmaster)***

27 58. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
 28

1 if fully set forth herein.

2 59. Plaintiff brings this claim individually and on behalf of the Nationwide
3 Class, or in the alternative, for the Washington Subclass, against Ticketmaster.

4 60. Ticketmaster’s offering of tickets to “The Eras” Tour in exchange for
5 monies are “goods” pursuant to California Civil Code § 1761(a). Further, Plaintiff
6 and members of the Nationwide Class and Washington Subclass are consumers
7 within the meaning of Cal. Civ. Code § 1761(d).

8 61. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
9 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
10 quantities that they do not have...” By allowing primary ticket purchasers to resell
11 tickets during the TaylorSwiftTix Presale, Ticketmaster represented that these tickets
12 were being sold according to the face value prices negotiated by Taylor Swift
13 Management when they were not. A reasonable consumer would believe that all tickets
14 sold during the TaylorSwiftTix Presale were being sold as primary sales which are
15 priced at face value. Therefore, Ticketmaster has violated section 1770(a)(5) of the
16 CLRA.

17 62. Cal. Civ. Code § 1770(a)(10) prohibits “[a]dvertising goods or services
18 with intent not to supply reasonably expectable demand, unless the advertisement
19 discloses a limitation of quantity.” Ticketmaster advertised the Capital One Presale
20 and misled millions of Capital One cardholders into believing they would be able to
21 purchase tickets during this presale. Ticketmaster intended not to supply reasonably
22 expectable demand for this presale, as it had less than ten percent of the total tickets
23 available, and did not disclose this limited quantity at the time this presale was
24 advertised. Additionally, Ticketmaster advertised the General Public Sale and
25 misled millions of consumers into believing they would be able to purchase tickets
26 during this sale. Ticketmaster intended not to supply reasonably expectable demand
27 for this sale, as it reserved no tickets for this sale, and did not disclose this fact at the
28 time the sale was advertised. Therefore, Ticketmaster has violated section

1 1770(a)(10) of the CLRA.

2 63. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
3 with intent not to sell them as advertised.” By allowing primary ticket purchasers to
4 resell tickets during the TaylorSwiftTix Presale, Ticketmaster advertised that these
5 tickets were being sold according to the face value prices negotiated by Taylor Swift
6 Management when they were not. A reasonable consumer would believe that all tickets
7 sold during the TaylorSwiftTix Presale were being sold as primary sales which are
8 priced at face value. Therefore, Ticketmaster has violated section 1770(a)(9) of the
9 CLRA.

10 64. Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject
11 of a transaction has been supplied in accordance with a previous representation when
12 it has not.” By allowing primary ticket purchasers to resell tickets during the
13 TaylorSwiftTix Presale, Ticketmaster represented that these tickets were being sold
14 according to the face value prices negotiated by Taylor Swift Management when they
15 were not. A reasonable consumer would believe that all tickets sold during the
16 TaylorSwiftTix Presale were being sold as primary sales which are priced at face value.
17 Therefore, Ticketmaster has violated section 1770(a)(16) of the CLRA.

18 65. At all relevant times, Ticketmaster knew or reasonably should have
19 known that that Plaintiff and members of the Nationwide Class and Washington
20 Subclass relied on the foregoing representations and omissions and continue to be
21 deceived and harmed by Ticketmaster’s foregoing unfair practices.

22 66. Plaintiff and members of the Nationwide Class and Washington
23 Subclass reasonably and justifiably relied on Ticketmaster’s misleading
24 representations regarding Taylor Swift’s “The Eras” Tour tickets. Plaintiff and other
25 consumers did not know, and had no reason to know, at the time they purchased or
26 attempted to purchase tickets, about the higher-than-face-value prices of the tickets
27 and/or the limited quantity of available tickets.

28 67. Plaintiff and members of the Nationwide Class and Washington

1 Subclass suffered injuries caused by Ticketmaster because they would not have paid
2 money for monopolistically-priced tickets had they known of Ticketmaster’s
3 misleading conduct.

4 68. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the Classes
5 seek damages, restitution, declaratory and injunctive relief, and all other remedies
6 the Court deems appropriate for Ticketmaster’s violations of the CLRA.

7 69. Pursuant to Section 1780(d) of the CLRA, Plaintiff has filed,
8 concurrently with this complaint, an affidavit showing that this action was
9 commenced in the proper forum given that Defendants have sold the tickets at issue
10 in this County, and therefore conducts business in this County.

11 **SECOND CLAIM FOR RELIEF**

12 **Intentional Misrepresentation**

13 *(for the Nationwide Class; in the alternative, for the Washington Subclass)*
14 *(against Ticketmaster)*

15 70. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
16 if fully set forth herein.

17 71. Plaintiff brings this claim individually and on behalf of the Nationwide
18 Class, or in the alternative, for the Washington Subclass, against Ticketmaster.

19 72. Ticketmaster made misleading statements to Plaintiff and members of
20 the Nationwide Class and Washington Subclass, including but not limited to,
21 statements about the available quantity of tickets, how to get tickets, who would be
22 able to participate in the TaylorSwiftTix Presale, and the price of tickets.
23 Ticketmaster had no intention of following their misleading statements to Plaintiff
24 and members of the Nationwide Class and Washington Subclass. Ticketmaster
25 willfully, purposefully, and intentionally deceived Plaintiff and members of the
26 Nationwide Class and Washington Subclass for its own benefit.

27 73. Ticketmaster represented that only “verified” fans would be able to
28 participate in the TaylorSwiftTix Presale, but millions of unverified users were able

1 to participate and secure tickets. Many of these unverified users were scalpers, and
2 Ticketmaster profited substantially from scalped tickets because they were resold
3 through Ticketmaster’s secondary ticketing platform.

4 74. Ticketmaster represented to “verified” fans that they would be able to
5 purchase tickets during the TaylorSwiftTix Presale by provided access codes and
6 verifications. Ticketmaster knew available ticket inventory could not satisfy this
7 demand.

8 75. Ticketmaster represented that all tickets sold during the TaylorSwiftTix
9 Presale were priced according to the face value, but Ticketmaster allowed primary
10 ticket purchasers, including bots and scalpers, to resell tickets at higher prices during
11 this presale.

12 76. Ticketmaster represented to Capital One cardholders and the General
13 Public that it could satisfy the demands for the Capital One Presale and the General
14 Public Sale when it could not.

15 77. Plaintiff and members of the Nationwide Class and Washington
16 Subclass suffered damages proximately caused by Ticketmaster because they paid
17 money, in an amount to be proven at trial, for monopolistically-priced tickets that
18 they would not have purchased had they known about Ticketmaster’s intentional
19 misrepresentations.

20 78. Plaintiff and members of the proposed Nationwide Class and
21 Washington Subclass are entitled to attorneys fees by agreement or relevant statutory
22 authority according to proof.

23 **THIRD CLAIM FOR RELIEF**

24 **Common Law Fraud**

25 *(for the Nationwide Class; in the alternative, for the Washington Subclass)*

26 *(against Ticketmaster)*

27 79. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
28 if fully set forth herein.

1 80. Plaintiff brings this claim individually and on behalf of the Nationwide
2 Class, or in the alternative, for the Washington Subclass, against Ticketmaster.

3 81. Ticketmaster has willfully, falsely, and knowingly misrepresented to
4 Plaintiff and members of the Nationwide Class and Washington Subclass, the
5 available quantity of tickets, how to get tickets, who would be able to participate in
6 the TaylorSwiftTix Presale, and the price of tickets.

7 82. Ticketmaster represented that only “verified” fans would be able to
8 participate in the TaylorSwiftTix Presale, but millions of unverified users were able
9 to participate and secure tickets. Many of these unverified users were scalpers, and
10 Ticketmaster profited substantially from scalped tickets because they were resold
11 through Ticketmaster’s secondary ticketing platform.

12 83. Ticketmaster represented to “verified” fans that they would be able to
13 purchase tickets during the TaylorSwiftTix Presale by provided access codes and
14 verifications. Ticketmaster knew available ticket inventory could not satisfy this
15 demand.

16 84. Ticketmaster represented that all tickets sold during the TaylorSwiftTix
17 Presale were priced according to the face value, but Ticketmaster allowed primary
18 ticket purchasers, including bots and scalpers, to resell tickets at higher prices during
19 this presale.

20 85. Ticketmaster represented to Capital One cardholders and the General
21 Public that it could satisfy the demands for the Capital One Presale and the General
22 Public Sale when it could not.

23 86. Therefore, Ticketmaster has made knowing, fraudulent
24 misrepresentations and omissions as to the sale and resale of Taylor Swift’s “The
25 Eras” Tour tickets.

26 87. Ticketmaster’s misrepresentations and omissions were material (*i.e.*,
27 the type of misrepresentations to which a reasonable person would attach importance
28 and would be induced to act thereon in making payment decisions), because they

1 relate to the central means of purchasing highly valuable concert tickets, *i.e.*, how
2 many tickets are available, how to get tickets, and how the tickets are priced.

3 88. Ticketmaster knew or recklessly disregarded that fact that it would not,
4 or could not, perform the obligations that arose from its representations.

5 89. Ticketmaster intended that Plaintiff and other consumers rely on these
6 omissions and misrepresentations, as they are pertaining to the facts that, if revealed
7 to consumers, would affect their payment decisions in that they would not have paid
8 money for overpriced tickets.

9 90. Plaintiff and members of the Nationwide Class and Washington
10 Subclass have reasonably and justifiably relied on Ticketmaster's
11 misrepresentations and omissions when purchasing tickets and, had the correct facts
12 been known, would not have paid money for merchandise and/or overpriced tickets.

13 91. Therefore, as a direct and proximate result of Ticketmaster's fraud,
14 Plaintiff and members of the Nationwide Class and Washington Subclass have
15 suffered economic losses and other general and specific damages, including, but not
16 limited to, the amounts paid to purchase overpriced tickets, and any interest that
17 would have accrued on those monies, all in an amount to be proven at trial.

18 92. Furthermore, Ticketmaster's acts and omissions stated herein constitute
19 fraud as defined in California Civil Code section 3294; therefore, Plaintiff and
20 members of the Nationwide Class and Washington Subclass should recover, in
21 addition to actual damages, damages to make an example of and punish Ticketmaster
22 in an amount to be proven at trial.

23 93. Plaintiff and members of the Nationwide and Washington Subclass are
24 entitled to attorneys fees by agreement or relevant statutory authority according to
25 proof.

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FOURTH CLAIM FOR RELIEF

Fraudulent Inducement

(for the Nationwide Class; in the alternative, for Washington Subclass) (against Ticketmaster)

94. Plaintiff repeats the allegations contained in paragraphs 1-57 and 79-93 above as if fully set forth herein.

95. Plaintiff brings this claim individually and on behalf of the Nationwide Class, or in the alternative, for the Washington Subclass, against Ticketmaster.

96. By way of the wrongful acts and omissions as alleged herein, Ticketmaster will be unjustly enriched if it is able to retain profits from its actions free from any claims by Plaintiff and members of the Nationwide Class and Washington Subclass.

97. As a direct and proximate result of Ticketmaster’s fraud, Plaintiff and members of the Nationwide Class and Washington Subclass have suffered economic losses and other general and specific damages, including, but not limited to, the amounts paid to purchase overpriced tickets, and any interest that would have accrued on those monies, all in an amount to be proven at trial.

98. Furthermore, Ticketmaster’s acts and omissions stated herein constitute fraud as defined in California Civil Code section 3294; therefore, Plaintiff and members of the Nationwide Class and Washington Subclass should recover, in addition to actual damages, damages to make an example of and punish Ticketmaster in an amount to be proven at trial.

99. Plaintiff and members of the Nationwide Class and Washington Subclass are entitled to attorneys fees by agreement or relevant statutory authority according to proof.

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FIFTH CLAIM FOR RELIEF

Antitrust Violations

*(for the Nationwide Class; in the alternative, for the Washington Subclass)
(against Ticketmaster and Live Nation)*

100. Plaintiff repeats the allegations contained in paragraphs 1-57 above as if fully set forth herein.

101. Plaintiff brings these claims individually and on behalf of the Nationwide Class, or in the alternative, for the Washington Subclass, against Ticketmaster and Live Nation.

102. There is an actual controversy between Plaintiff and members of the Nationwide Class and the Washington Subclass, on the one hand, and Defendants, on the other hand, as to their rights, obligations, and interests concerning a contract.

103. Due to this actual controversy, Plaintiff and members of the Nationwide Class and the Washington Subclass are entitled to a determination of their rights and obligations concerning a contract pursuant to an equitable order of declaratory relief.

104. Defendants' coordinated illegal efforts to (a) force consumers to purchase and sell Tickets exclusively through Ticketmaster's primary and secondary ticketing platforms, and (b) coerce artists, such as Taylor Swift, to exclusively market and promote Ticketmaster, has not and will not achieve legitimate efficiency benefits to counterbalance their demonstrated anticompetitive effects, including the supracompetitive fees Ticketmaster is able to charge for its ticketing services.

105. Defendants' coordinated efforts to monopolize the primary and secondary ticketing services markets constitute violations of the Cartwright Act.

106. As a result of Defendants' violations of the Cartwright Act, Plaintiff and members of the Nationwide Class and the Washington Subclass have been, and will continue to be, injured in an amount to be proven at trial.

1 **1. FIRST ANTITRUST CLAIM**

2 **Unlawful Tying**

3 107. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
4 if fully set forth herein.

5 108. First, Defendants monopolized the primary ticketing services market
6 by tying Live Nation's concert promoting services to Ticketmaster's primary
7 ticketing services, in violation of Cal. Bus. & Prof. Code § 16727, *et. seq.*

8 109. The provision of concert promotion services and primary ticketing
9 services are two separate services or products.

10 110. Since Ticketmaster and Live Nation merged in 2010, Defendants have
11 coerced major concert venue operators to enter into long-term exclusive contracts
12 by threatening them with less (or no) Live Nation tours if they did not select
13 Ticketmaster as their exclusive primary ticketing service provider. Thus,
14 Defendants have conditioned the provision of Live Nation's concert promotion
15 services on the use of Ticketmaster's primary ticketing services.

16 111. Defendants have sufficient economic power in the relevant market for
17 concert promotion services to enable them to restrain trade in the relevant market for
18 primary ticketing services.

19 112. Defendants' conduct has affected a not insubstantial amount of
20 commerce in the provision of primary ticketing services for major concert venues.

21 113. Defendants' conduct has had an anticompetitive effect in the relevant
22 market for primary ticketing services for major concert venues.

23 114. Second, Defendants monopolized the secondary ticketing services
24 market by tying the provision of primary ticketing services for major concert venues
25 to secondary ticketing services for major concert venues.

26 115. The provision of primary ticketing services for major concert venues
27 and secondary ticketing services for major concert venues are two separate services
28 or products. Taylor Swift tickets sold in the primary ticketing market are distinct

1 products from Taylor Swift tickets sold in the secondary ticketing market.

2 116. By way of, *inter alia*, placing technological limitations on primary
3 ticket transferability, Defendants have conditioned the provision of Ticketmaster’s
4 primary ticketing services on the use of secondary ticketing services from
5 Ticketmaster.

6 117. Defendants have sufficient economic power in the relevant market for
7 primary ticketing services for major concert venues to enable them to restrain trade
8 in the relevant market for secondary ticketing services for major concert venues.

9 118. Defendants’ conduct has affected a not insubstantial amount of
10 commerce in the provision of primary ticketing services for major concert venues
11 and secondary ticketing services for major concert venues.

12 119. Defendants’ conduct has had an anticompetitive effect in the relevant
13 markets for primary ticketing services for major concert venues and secondary
14 ticketing services for major concert venues.

15 120. There are no legitimate business justifications or efficiencies for either
16 of Defendants’ tying arrangements that counterbalance their demonstrated
17 anticompetitive effects.

18 121. As a result of Defendants’ illegal tying arrangements, Plaintiff and
19 members of the Nationwide Class and the Washington Subclass have been, and will
20 continue to be, injured in an amount to be proven at trial.

21 122. Plaintiff and members of the Nationwide Class and the Washington
22 Subclass are entitled to attorneys fees by agreement or relevant statutory authority
23 according to proof.

24 **2. SECOND ANTITRUST CLAIM**

25 **Exclusive Dealings**

26 123. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
27 if fully set forth herein.

28 124. Defendants have used Live Nation’s dominance in the promotion

1 services market to force concert venue operators to enter into long-term exclusive
2 dealing arrangements with respect to the provision of primary and secondary
3 ticketing services, in violation of Cal. Bus. & Prof. Code § 16727.

4 125. These exclusive dealing arrangements have had the effect of
5 foreclosing competition in a substantial share of the line of commerce affected and
6 the relevant market for primary and secondary ticketing services for major concert
7 venues.

8 126. Defendants' exclusive dealing arrangements cannot be circumvented.

9 127. Defendants' exclusive dealing arrangements are of long duration and
10 not easily terminable as a matter of practical economics.

11 128. Defendants have coerced major concert venues to enter into these
12 exclusive dealing arrangements.

13 129. Defendants' exclusive dealing arrangements are not the product of
14 competition.

15 130. Defendants' exclusive dealing arrangements have had the effect of
16 substantially lessening competition and tending to create a monopoly in the relevant
17 markets for primary and secondary ticketing services for major concert venues.
18 Defendants have used that monopoly power in a predatory, exclusionary, and
19 anticompetitive manner to monopolize, on information and belief, the relevant
20 market for secondary ticketing services for major concert venues.

21 131. As a result of Defendants' illegal exclusive dealing arrangements,
22 Plaintiff and members of the Nationwide Class and the Washington Subclass have
23 been, or will be, injured in an amount to be proven at trial.

24 132. Plaintiff and members of the Nationwide Class and the Washington
25 Subclass are entitled to attorneys fees by agreement or relevant statutory authority
26 according to proof.

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1 143. Plaintiff and members of the Nationwide Class and the Washington
2 Subclass have suffered, and will suffer, injury of the type that the antitrust laws were
3 intended to prevent. They have and will be injured by the harm to competition as a
4 result of Defendants' conduct.

5 **SIXTH CLAIM FOR RELIEF**
6 **Violation of California's Unfair Competition Law ("UCL"),**
7 **California Business & Professions Code §§ 17200, *et seq.***
8 ***(for the Nationwide Class; in the alternative, for the Washington Subclass)***
9 ***(against Ticketmaster and Live Nation)***

10 144. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
11 if fully set forth herein.

12 145. Plaintiff brings this claim individually and on behalf of the members of
13 the Nationwide Class, or in the alternative, for the Washington Subclass, against
14 Ticketmaster and Live Nation.

15 146. UCL § 17200 provides, in pertinent part, that "unfair competition shall
16 mean and include any unlawful, unfair or fraudulent business act or practice and
17 unfair, deceptive, untrue or misleading advertising" Cal. Bus. & Prof. Code §
18 17200.

19 147. Under the UCL, a business act or practice is "unlawful" if it violates
20 any established state or federal law.

21 148. Defendants' misrepresentations and omissions, and their
22 anticompetitive conduct, relating to their primary and secondary ticketing services
23 were and continue to be "unlawful" because they violate the CLRA, the Cartwright
24 Act, and other applicable laws as described herein.

25 149. As a result of Defendants' unlawful business acts and practices,
26 Defendants have and continue to unlawfully obtain money from Plaintiff and
27 members of both the Nationwide Class and Washington Subclass.

28 150. Under the UCL, a business act or practice is "unfair" if the defendant's
conduct is substantially injurious to consumers, offends public policy, and is

1 immoral, unethical, oppressive, and unscrupulous, as the benefits for committing
2 such acts or practices are outweighed by the gravity of the harm to the alleged
3 victims.

4 151. Ticketmaster’s conduct was and continues to be of no benefit to users
5 of Ticketmaster’s primary ticketing platform and any secondary ticketing platform
6 to purchase tickets to “The Eras” Tour because it is misleading, unfair, unlawful,
7 and is injurious to consumers who paid money to purchase tickets and were deceived
8 by Ticketmaster’s fraudulent omissions and misrepresentations. Deceiving
9 consumers about the available quantity of tickets, how to get tickets, and who would
10 be able to participate in the TaylorSwiftTix Presale is of no benefit to consumers.
11 Therefore, Ticketmaster’s conduct was and continues to be “unfair.”

12 152. As a result of Defendants’ unfair business acts and practices,
13 Ticketmaster has obtained and will continue to unfairly obtain money from Plaintiff
14 and members of both the Nationwide Class and Washington Subclass.

15 153. Under the UCL, a business act or practice is “fraudulent” if it actually
16 deceives or is likely to deceive members of the consuming public.

17 154. Ticketmaster’s conduct here was and continues to be fraudulent
18 because it has deceived and will likely continue to deceive consumers by failing to
19 accurately disclose the available quantity of tickets, how to get tickets, who would
20 be able to participate in the TaylorSwiftTix Presale, and the price of tickets. Because
21 Ticketmaster misled, and will likely continue to mislead, Plaintiff and members of
22 the Nationwide Class and Washington Subclass, Ticketmaster’s conduct was
23 “fraudulent.”

24 155. As a result of Ticketmaster’s fraudulent business acts and practices,
25 Ticketmaster has obtained and continues to fraudulently obtain money from Plaintiff
26 and members of the Nationwide Class and Washington Subclass.

27 156. Plaintiff requests that this Court cause Defendants to restore this
28 unlawfully, unfairly, and fraudulently obtained money to Plaintiff, and members of

1 the Nationwide Class and Washington Subclass, to disgorge the profits Defendants
2 made on these transactions, and to enjoin Defendants from violating the UCL or
3 violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff
4 and members of the Nationwide Class and Washington Subclass may be irreparably
5 harmed and/or denied an effective and complete remedy if such an order is not
6 granted.

7 157. Monetary damages are an inadequate remedy at law because injunctive
8 relief is necessary to deter Defendants from continuing their false and deceptive
9 conduct regarding their primary and secondary ticketing services.

10 **SEVENTH CLAIM FOR RELIEF**

11 **Violation of California’s False Advertising Law,**
12 **California Business & Professions Code §§ 17500, *et seq.***
13 ***(for the Nationwide Class; in the alternative, for the Washington Subclass)***
14 ***(against Ticketmaster)***

15 158. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
16 if fully set forth herein.

17 159. Plaintiff brings this claim individually and on behalf of the members of
18 the Nationwide Class, or in the alternative, for the Washington Subclass, against
19 Ticketmaster pursuant to California’s False Advertising Law (“FAL”).

20 160. The FAL makes it “unlawful for any person...to make or disseminate
21 or cause to be made or disseminated from this state before the public in any state,
22 in...any advertising device...or in any other manner or means whatever, including
23 over the Internet, any statement, concerning...those services, professional or
24 otherwise, or concerning any circumstance or matter of fact connected with the
25 proposed performance or disposition thereof, which is untrue or misleading, and
26 which is known, or which by the exercise of reasonable care should be known, to be
27 untrue or misleading...” Cal. Bus. & Prof. Code § 17500.

28 161. Ticketmaster has and continues to make representations to the public,
including Plaintiff and members of the Nationwide Class and Washington Subclass,

1 through its deceptive internet advertising, about how many tickets were available,
2 how to get tickets, who could participate in the TaylorSwiftTix Presale, and how the
3 tickets were priced. Because Ticketmaster has disseminated misleading information
4 regarding its services, and Ticketmaster knows, knew, or should have known
5 through the exercise of reasonable care that the representations were and continue to
6 be misleading, Ticketmaster has violated the FAL.

7 162. As a result of Ticketmaster's false advertising, Ticketmaster has and
8 continues to unlawfully cause Plaintiff and members of the Nationwide Class and
9 Washington Subclass to sustain money damages including, but not limited to, the
10 amounts paid to purchase overpriced tickets, and any interest that would have
11 accrued on those monies, all in an amount to be proven at trial.

12 163. Plaintiff requests that this Court cause Ticketmaster to restore this
13 fraudulently obtained money to herself and members of the Nationwide Class and
14 Washington Subclass, to disgorge the profits Ticketmaster made on these
15 transactions, and to enjoin Ticketmaster from violating the FAL or violating it in the
16 same fashion in the future as discussed herein. Otherwise, Plaintiff and members of
17 the Nationwide Class and Washington Subclass may be irreparably harmed and/or
18 denied an effective and complete remedy if such an order is not granted.

19 **EIGHTH CLAIM FOR RELIEF**

20 **Quasi-Contract/Restitution/Unjust Enrichment**

21 *(for the Nationwide Class; in the alternative, for the Washington Subclass)*

22 *(against Ticketmaster and Live Nation)*

23 164. Plaintiff repeats the allegations contained in paragraphs 1-57 above as
24 if fully set forth herein.

25 165. Plaintiff brings this claim individually and on behalf of the members of
26 the Nationwide Class, or in the alternative, for the Washington Subclass, against
27 Ticketmaster and Live Nation.

28 166. As alleged herein, Defendants intentionally, recklessly, and/or

1 negligently omitted and misrepresented material information about the available
2 quantity of tickets, how to get tickets, who would be able to participate in the
3 TaylorSwiftTix Presale, and the price of tickets to induce them to pay monopolistic
4 prices for tickets. Plaintiff and members of the Nationwide Class and Washington
5 Subclass have reasonably relied on the misleading omissions and representations.
6 Plaintiff and members of the Nationwide Class and Washington Subclass have
7 therefore been induced by Defendants' misleading and false omissions and
8 representations about their primary and secondary ticketing services, and paid
9 money for and as a result of said services, when they otherwise would not have.

10 167. Plaintiff and members of the Nationwide Class and Washington
11 Subclass have conferred a benefit upon Defendants, as Defendants have retained
12 monies paid to them (directly or indirectly) by Plaintiff and members of the
13 Nationwide Class and the Washington Subclass.

14 168. The monies received were obtained under circumstances that were at
15 the expense of Plaintiff and members of the Nationwide Class and Washington
16 Subclass – *i.e.*, Plaintiff and members of the Nationwide Class and Washington
17 Subclass did not receive the full value of the benefit conferred upon Defendants
18 because Defendants misrepresented how difficult it would be to secure tickets, and
19 how competitive the ticket prices would be.

20 169. Therefore, it is inequitable and unjust for Defendants to retain the profit,
21 benefit, or compensation conferred upon them without paying Plaintiff and members
22 of the Nationwide Class and Washington Subclass back for the difference of the full
23 value of the benefit compared to the value actually received.

24 170. As a direct and proximate result of Defendants' unjust enrichment,
25 Plaintiff and members of the Nationwide Class and Washington Subclass are entitled
26 to restitution, disgorgement, and/or the imposition of a constructive trust upon all
27 profits, benefits, and other compensation obtained by Defendants from their
28 deceptive, misleading, and unlawful conduct as alleged herein.

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all claims so triable.

Date: December 20, 2022

Respectfully submitted,

FARUQI & FARUQI, LLP

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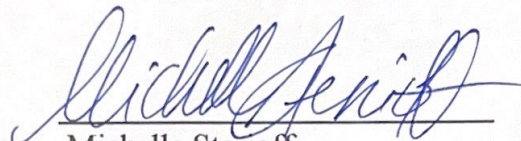
CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Michelle Sterioff, declare as follows:

1. I am a Plaintiff in this action and a citizen of the State of Washington. I have personal knowledge of the facts stated herein and, if called as a witness, I could testify competently thereto.

2. This Class Action Complaint is filed in the proper place of trial because Defendants have sold the tickets at issue in this County, and therefore conducts business in this County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, executed on December 16, 2022, at Kirkland, Washington.


Michelle Sterioff