

BEN TRAVIS LAW, APC
Ben Travis (SBN 305641)
ben@bentravislaw.com
4660 La Jolla Village Drive, Suite 100
San Diego, CA 92122
Phone: (619) 353-7966

REESE LLP
Michael R. Reese (SBN 206773)
mreese@reesellp.com
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Charles Moore (*pro hac vice forthcoming*)
cmoore@reesellp.com
121 N. Washington Ave., 2nd Floor
Minneapolis, MN 55401

**Attorneys for Plaintiff Margaret Franklin-Chomas
and the Proposed Class**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MARGARET FRANKLIN-CHOMAS,
an individual, on behalf of herself and
all other individuals,

Plaintiff,

vs.

INTERNET REFERRAL SERVICES,
LLC; RED DOG MEDIA, INC.;
TICKET FULFILLMENT SERVICES,
L.P.; and VIVID SEATS INC.;

Defendants.

Case No: '24CV2320 L DDL

CLASS ACTION

COMPLAINT FOR:

1. Violation of the Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*)
2. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
3. Violation of the False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*)
4. Violation of the Ticket Resale Law (Cal. Bus. & Prof. Code §§ 22500 *et seq.*)
5. Common Law Fraud
6. Unjust Enrichment

DEMAND FOR JURY TRIAL

1 Plaintiff MARGARET FRANKLIN-CHOMAS (“Plaintiff”) brings this class
2 action, on behalf of herself and all other individuals against INTERNET
3 REFERRAL SERVICES, LLC (“IRS”); RED DOG MEDIA, INC. (“Red Dog”);
4 TICKET FULFILLMENT SERVICES, L.P. (“TFS”); and VIVID SEATS INC.
5 (“Vivid”) (collectively “Defendants”). Plaintiff alleges the following based upon
6 information and belief, the investigation of counsel, and personal knowledge as to
7 the allegations pertaining to herself.

8 **I. NATURE OF THE CASE**

9 1. Defendants operate the website Tickets-Center.com (the “Website”),
10 which purports to be a ticket resale website where consumers can buy tickets to
11 events but in actuality is a scam that deceives consumers.

12 2. Defendants lead consumers into their trap through their advertising
13 online via Google and other methods by using misrepresentations that lead
14 consumers to believe that they are visiting the actual ticket site for the venue where
15 the event is taking place.

16 3. Once the consumer is lured into the trap, Defendants further entice them
17 to purchase tickets by misrepresenting that the tickets are limited or almost sold out
18 when such statements are false or misleading.

19 4. These misrepresentations enable Defendants to charge consumers hefty
20 premium prices for the tickets, far more than the consumer would pay if they were
21 purchasing from the actual site for the venue.

22 5. The scam does not end there. In many instances, the tickets that
23 Defendants “sell” are counterfeit or are never actually provided.

24 6. The misrepresentations are uniform and were communicated to
25 Plaintiff, every Class member and the public through their advertising and at the
26 point of purchase of the tickets.

1 7. Plaintiff was misled by Defendants’ misrepresentations. Had she been
2 aware of the misrepresentations described herein, she would not have purchased
3 tickets from Defendants nor paid the premium prices and fees Defendants charged.

4 8. Plaintiff thus brings this action pursuant to: (i) California Civil Code §§
5 1750, et seq. (the Consumers Legal Remedies Act or “CLRA”); (ii) California’s
6 Business & Professions Code §§ 17200, et seq. (the Unfair Competition Law or
7 “UCL”); (iii) Cal. Bus. & Prof. Code §§ 17500, *et seq.* (the False Advertising Law),
8 and (iv) Cal. Bus. & Prof. Code §§ 22500 *et seq.* (the Ticket Resale Law). Plaintiff
9 also brings claims for common law fraud and unjust enrichment. Plaintiff seeks
10 damages, restitution, public injunctive relief to protect the general public, and any
11 other relief deemed appropriate by the court to which this case is assigned.

12 **II. JURISDICTION AND VENUE**

13 9. This Court has personal jurisdiction over Defendants because
14 Defendants have conducted and continue to conduct business in the State of
15 California, and because Defendants have committed the acts and omissions
16 complained of herein in the State of California.

17 10. This court has subject matter jurisdiction pursuant to the Class Action
18 Fairness Act, 28 U.S.C. 1332(d), as Plaintiff (California) and IRS (Delaware), Red
19 Dog (Nevada), TFS (Illinois, Delaware) and Vivid (Illinois, Delaware) are diverse,
20 there are over 100 class members, and the amount in controversy exceeds \$5 million.

21 11. Venue is proper in this District, because a substantial portion of the acts
22 giving rise to this action occurred in this District. Specifically, Plaintiff resides in
23 and purchased tickets from Defendants within this District.

24 **III. PARTIES**

25 12. **Plaintiff Margaret Franklin-Chomas** is, and at all times mentioned
26 herein was, an individual citizen of the State of California and resident of San Diego
27 County.

1 13. Plaintiff was deceived by Defendants' misrepresentations and
2 purchased a ticket from the Website during the statute of limitations period.

3 14. Plaintiff paid a premium price for the ticket, far above the actual price
4 of the ticket sold by the venue.

5 15. Plaintiff was provided with a counterfeit ticket.

6 16. Plaintiff relied upon Defendants' misrepresentations in making her
7 decision to purchase the ticket. Plaintiff suffered injury in that she would not have
8 bought from Defendants if she had known the truth. Plaintiff remains in the market
9 for tickets to events, and purchases tickets to events. Plaintiff would like to buy from
10 the Website in the future if the misrepresentations are corrected. Plaintiff cannot
11 currently rely on the accuracy of the representations in deciding whether or not she
12 should purchase from the Website but would be able to do so once the Court issues
13 an injunction. Specifically, Plaintiff does not know whether the tickets are limited
14 as represented on the Website or whether any tickets she purchases would be
15 counterfeit.

16 17. **Defendant Internet Referral Services, LLC** is a foreign limited
17 liability company organized under the laws of the state of Delaware. IRS can be
18 served with process by serving its registered agent Harvard Business Services, Inc.
19 at 16192 Coastal Hwy, Lewes, DE 19958.

20 18. The registered address for IRS is its corporate agent for service. When
21 Plaintiff attempted to mail documents to IRS at that address, the documents were
22 rejected because IRS no longer paid for mail forwarding services. There does not
23 appear to be any other formal corporate address for IRS.

24 19. IRS owns and operates, in conjunction with Red Dog, the Website.

25 20. On information and belief, IRS owns and operates additional ticket
26 retail platforms, the identities of which are unknown to Plaintiff.

1 21. On information and belief, IRS receives a contractual commission for
2 all sales through the Website, and IRS has the ability to adjust the prices of or add
3 service fees to tickets which in turn affects the amount of its commission.

4 22. On information and belief, IRS does not have any employees, and all
5 matters related to IRS are handled by Red Dog.

6 23. **Defendant Red Dog Media, Inc.** is a foreign corporation organized
7 under the laws of the state of Nevada. Red Dog is headquartered in Henderson,
8 Nevada.

9 24. Red Dog is the “manager” of IRS.

10 25. On information and belief, all IRS business is handled by Red Dog,
11 including the creation, maintenance, and operation of the Website.

12 26. On information and belief, Red Dog accepts all or a portion of the
13 commissions IRS receives for ticket sales through the Website.

14 27. On information and belief, the misleading representations were created,
15 in part, by Red Dog.

16 28. **Defendant Ticket Fulfillment Services LP** is a foreign limited
17 partnership organized under the laws of the state of Delaware. TFS is headquartered
18 at 24 E. Washington Street, Chicago, Illinois.

19 29. TFS is a wholly-owned subsidiary of Vivid.

20 30. On information and belief, the Website operates through a Vivid
21 platform by and through TFS.

22 31. On information and belief, Vivid, by and through TFS, manages,
23 verifies, and processes, all ticket orders.

24 32. On information and belief, Vivid, by and through TFS, ensures
25 fulfillment of all ticket orders, including delivery of tickets.

26 33. On information and belief, Vivid, by and through TFS, handles all
27 customer service for tickets sold through the Website. If a customer calls the
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1 customer service telephone number displayed on the Website, opens up a live chat
2 through a chat window on the Website, or sent an email through the site or to any
3 customer service email address displayed on the Website, that communication is
4 ultimately received and responded to by Vivid, by and through TFS. At times, Vivid,
5 by and through TFS, will consult with IRS and Red Dog about how to respond to
6 customer inquiries.

7 34. On information and belief, information on the Website is supplied by
8 Vivid, by and through TFS, and Vivid, by and through TFS, hosts and operates the
9 webpage that provides checkout services for the Website.

10 35. On information and belief, the misleading representations were created,
11 in part, by Vivid, by and through TFS.

12 36. **Defendant Vivid Seats Inc.** is a foreign corporation organized under
13 the laws of the state of Delaware. Vivid is headquartered at 24 E. Washington Street,
14 Suite 900, Chicago, Illinois.

15 37. TFS is a wholly-owned subsidiary of Vivid.

16 38. On information and belief, the Website operates through a Vivid
17 platform by and through TFS.

18 39. On information and belief, Vivid, by and through TFS, manages,
19 verifies, and processes, all ticket orders.

20 40. On information and belief, Vivid, by and through TFS, ensures
21 fulfillment of all ticket orders, including delivery of tickets.

22 41. On information and belief, Vivid, by and through TFS, handles all
23 customer service for tickets sold through the Website. If a customer calls the
24 customer service telephone number displayed on the Website, opens up a live chat
25 through a chat window on the Website, or sent an email through the site or to any
26 customer service email address displayed on the Website, that communication is
27 ultimately received and responded to by Vivid, by and through TFS. At times, Vivid,
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1 by and through TFS, will consult with IRS and Red Dog about how to respond to
2 customer inquiries.

3 42. On information and belief, information on the Website is supplied by
4 Vivid, by and through TFS, and Vivid, by and through TFS, hosts and operates the
5 webpage that provides checkout services for the Website.

6 43. On information and belief, the misleading representations were created,
7 in part, by Vivid, by and through TFS.

8 44. On information and belief, in committing the wrongful acts alleged
9 herein, Defendants in connection with their subsidiaries, affiliates and/or other
10 related entities and their employees planned, participated in and furthered a common
11 scheme to induce members of the public to purchase the tickets by means of false,
12 misleading, deceptive and fraudulent representations, and Defendants participated
13 in the making of such representations in that they disseminated misrepresentations
14 or caused them to be disseminated.

15 **IV. FACTUAL ALLEGATIONS**

16 45. Defendants operate the Website.

17 46. Defendants utilize advertising to draw consumers to the Website.

18 47. Defendants' advertising contains misrepresentations that lead
19 consumers to believe that by clicking on the link, they will be visiting the actual site
20 for the venue.

21 48. Once Defendants lure consumers into visiting the Website, they
22 continue their deception by leading consumers to believe that the tickets are limited
23 or almost sold out, when in fact that is untrue. This enables Defendants to charge a
24 hefty premium on the tickets.

25 49. Even after manipulating the consumer into making a purchase at a
26 grossly inflated price, Defendants continue to scam the consumer.

1 50. Defendants provide counterfeit tickets or in some instances do not
2 provide the tickets at all.

3 51. Upon information and belief, Defendants run other similar websites
4 which operate the same way.

5 **A. RELIANCE AND ECONOMIC INJURY**

6 52. In 2022, Plaintiff sought to purchase a ticket to the Lakeside Rodeo
7 taking place on April 22, 2022.

8 53. Plaintiff was looking to purchase tickets from the venue and the
9 Website popped up. Plaintiff believed that she was on the ticket site for the actual
10 venue.

11 54. The Website led her to believe that it was difficult to obtain tickets for
12 the rodeo and therefore charged her \$159 for one ticket to the Rodeo.

13 55. After the purchase, Defendants provided her with a digital ticket to the
14 rodeo via an email. However, when Plaintiff went to the rodeo, they refused to accept
15 it and told her that the ticket was counterfeit and that tickets to the rodeo cost only
16 \$20.

17 56. Plaintiff purchased from the Website because she believed she was
18 purchasing from the actual venue and that the tickets were legitimate.

19 57. Plaintiff relied on Defendants' misrepresentations in making her
20 purchase, including their representation of the limited quantity of tickets.

21 58. Plaintiff would not have purchased from Defendants if she knew the
22 representations were false and misleading.

23 59. Plaintiff paid more for the ticket than she otherwise would have, and
24 would only have been willing to pay less, or unwilling to purchase it at all, absent
25 the misleading representations.

26 60. As a result of the false and misleading representations, the tickets are
27 sold at a premium price compared to other similar tickets represented in a non-
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1 misleading way and are sold at a price that is higher than the price of the tickets
2 would have been if they were represented in a non-misleading way.

3 **B. CONSUMER COMPLAINTS**

4 61. The internet is rife with complaints by others who have been scammed
5 by Defendants.

6 62. On the Better Business Bureau page for Tickets-Center¹, Tickets-
7 Center has a rating of 2.87 out of 5.00 based on 10,099 reviews.

8 63. One review posted on November 1, 2023 states: “I thought I was buying
9 tickets through a legitimate company. Boy was I wrong. They are nothing but a scam
10 company. Stay away from them. This website says I have to leave a star. They
11 shouldn't get one.”

12 64. Another review from November 1, 2023 states: “I made the big mistake
13 of buying tkts at this site. Then I realized I paid \$160/person for tkts that were \$30
14 and the worst in the house. Learned my lesson. I don't know how this is even legal.”

15 65. A review from October 31, 2023 states: “Scammed like everyone else
16 as I was redirected away from the legitimate website to theirs. Found out after the
17 purchase what the venue was selling the tickets for and I paid a 500 percent markup
18 in cost.”

19 66. Another review from October 30, 2023 states: “I am so very angry that
20 there are companies that can steal money the way they do. I clicked on the venue to
21 order tickets and Ticket-Center came up. Without realizing this was not the venue, I
22 bought 2 tickets from them in good faith, assuming I was buying from the venue at
23 a fair price. Turns out they were sold to me for over 3 times what they were worth.
24 I saw that something was not right, right after I went to my e-mail for my receipt.

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27 ¹ <https://www.bbb.org/us/de/lewes/profile/event-ticket-sales/tickets-centercom-0251-92012097/customer-reviews>
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1 The receipt stated that I did not actually purchase tickets, and that they may or may
2 not come by the time of the event. I tried to call/contact Ticket Center to get my
3 money back right away, and they refused. They basically stated it was my fault for
4 buying the tickets from them. My concern is that if I was scammed, I am sure others
5 have/will be also. These deceptive practices should not be allowed to continue.”

6 67. The complaints go on and on with numerous consumers complaining
7 about Defendants’ practices.

8 **V. CLASS ACTION ALLEGATIONS**

9 68. Plaintiff brings this action pursuant to Rule 23(a), (b)(2) and (b)(3) of
10 the Federal Rules of Civil Procedure on behalf of herself and all other individuals,
11 and as a member of the class and subclass (“Collectively referred to as the “Class”)
12 defined as follows:

13 **The Nationwide Class is defined as follows:**

14 All residents of the United States who, within the applicable
15 statutes of limitation periods, made a purchase from the Website
16 for purposes other than resale.

17 **The California Subclass is defined as follows:**

18 All residents of California, who, within four years prior to the
19 filing of this Complaint, made a purchase from the Website for
20 purposes other than resale.

21 69. Excluded from the Class are: Defendants, their assigns, successors, and
22 legal representatives; any entities in which Defendants have controlling interests;
23 and any Judicial officer to which this case is assigned, their immediate family and
24 staff.

25 70. Plaintiff reserves the right to amend or otherwise alter the class
26 definition presented to the Court at the appropriate time in response to facts learned
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1 through discovery, legal arguments advanced by Defendants, or otherwise. Plaintiff
2 also reserves the right to create additional subclasses.

3 71. At this time, Plaintiff does not know the exact number of Class
4 members; however, given the nature of the claims and the number of complaints,
5 Plaintiff believes that the Class members are so numerous that joinder of all
6 members is impracticable.

7 72. There is a well-defined community of interest in the questions of law
8 and fact involved in this case. The questions of law and fact that are common to the
9 Class members and predominate over questions that may affect individual Class
10 members include:

- 11 1. whether Defendants misrepresented that the Website was the
12 actual venue;
- 13 2. whether Defendants misrepresented that tickets were limited;
- 14 3. whether Defendants' marketing, advertising, and/or selling of the
15 tickets with misrepresentations constituted an unfair and/or
16 deceptive trade practice;
- 17 4. whether Defendants participated in and pursued the common
18 course of conduct complained of herein;
- 19 5. whether Defendants were enriched as a result of the unlawful,
20 fraudulent, and unfair conduct alleged in this Complaint such that
21 it would be inequitable for Defendants to retain the benefits
22 conferred upon them by Plaintiff and the other Class members;
- 23 6. whether Defendants' marketing, advertising, and/or selling of
24 tickets with misrepresentations violated the CLRA;
- 25 7. Whether Plaintiff is entitled to injunctive relief; and
- 26 8. Whether Defendants were unjustly enriched by their unlawful
27 conduct.

1 73. Plaintiff's claims are typical of those of the Class because Plaintiff,
2 like all Class members, was exposed to Defendants' misrepresentations, purchased
3 tickets in a typical consumer setting and sustained damages from Defendants'
4 wrongful conduct.

5 74. Plaintiff will adequately protect the interests of the Class and has
6 retained counsel who are experienced in litigating complex class actions. Plaintiff
7 has no interests that conflict with those of the Class.

8 75. A class action is superior to other available methods for the fair and
9 efficient adjudication of this controversy.

10 76. The prerequisites to maintaining a class action for injunctive or
11 equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met, as Defendants have
12 acted or refused to act on grounds that apply generally to the Class and the general
13 public, so that final injunctive relief or corresponding declaratory relief is
14 appropriate with respect to the Class, and the general public, as a whole.

15 77. Defendants' conduct is generally applicable to the Class as a whole and
16 Plaintiff seeks, inter alia, equitable remedies with respect to the Class as a whole. As
17 such, Defendants' systematic policies and practices make declaratory relief with
18 respect to the Class as a whole appropriate.

19 78. The requirements of Fed. R. Civ. P. 23(b)(3) are met as common issues
20 predominate over any individual issues, and treatment of this matter as a class action
21 is superior to numerous individual actions.

22 79. The litigation of separate actions by Class members would create a risk
23 of establishing inconsistent rulings and/or incompatible standards of conduct for
24 Defendants. For example, one court might enjoin Defendants from performing the
25 challenged acts, whereas another might not. Additionally, individual actions may be
26 dispositive of the interests of the Class, although certain Class members are not
27 parties to such actions.

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1 80. Unless the Class is certified, Defendants will retain monies received as
2 a result of Defendants’ unlawful and deceptive conduct alleged herein. Unless a
3 public injunction is issued, Defendants will also likely continue to advertise, market,
4 and promote their product and services in an unlawful and misleading manner, and
5 members of the general public will continue to be misled, harmed, and denied their
6 rights under California law.

7 **COUNT I**

8 **Unfair and Deceptive Acts and Practices in Violation of**
9 **the California Consumers Legal Remedies Act**

10 **(Cal. Civ. Code §§ 1750, *et seq.*)**

11 **(By Plaintiff on Behalf of the California Subclass and General Public)**

12 81. Plaintiff incorporates by reference each of the allegations contained in
13 the preceding and following paragraphs of this Complaint and further alleges as
14 follows.

15 82. This cause of action is brought pursuant to the California Consumers
16 Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

17 83. Plaintiff and the other Subclass members are “consumers,” as the term
18 is defined by California Civil Code § 1761(d), because she and they bought the
19 tickets at issue for personal, family, or household purposes.

20 84. Plaintiff and Defendants, and the other Subclass members and
21 Defendants, have engaged in “transactions,” as that term is defined by California
22 Civil Code §1761(e).

23 85. The conduct alleged in this complaint constitutes unfair methods of
24 competition and unfair and deceptive acts and practices for the purpose of the CLRA
25 and the conduct was undertaken by Defendants in transactions intended to result in,
26 and which did result in, the sale of goods to consumers.

1 86. As alleged more fully above, Defendants have violated the CLRA by
2 misrepresenting to Plaintiff and the other Subclass members that the Website was
3 the actual venue, that tickets were limited and that they were selling legitimate
4 tickets.

5 87. As a result of engaging in such conduct, Defendants have violated
6 California Civil Code § 1770(a)(1), (a)(2), (a)(3), (a)(5), (a)(7), (a)(9), (a)(14) and
7 (a)(16).

8 88. The unfair and deceptive acts and practices of Defendants, as described
9 above, present a serious threat to Plaintiff and the other Subclass members.

10 89. On information and belief, Defendants' actions were willful, wanton,
11 and fraudulent.

12 90. On May 31, 2024, Plaintiff sent a letter to IRS pursuant to Cal. Civ.
13 Code § 1782 that provided IRS notice of the misconduct and requested that IRS cure
14 its misconduct within 30 days (the "CLRA Notice").

15 91. IRS has not corrected or remedied the unlawful conduct after receiving
16 the CLRA Notice, and IRS continues to engage therein.

17 92. Pursuant to California Civil Code § 1780(a)(2), Plaintiff seeks a public
18 injunction to enjoin Defendants' unlawful methods, acts, and practices alleged
19 herein. If the injunctive relief is not granted, and Defendants are permitted to
20 continue to engage in these practices, California's general public will continue to
21 suffer harm.

22 93. Plaintiff seeks an order of this Court on behalf of the public that
23 includes, but is not limited to, an order requiring Defendants to:

- 24 a. Remove and/or refrain from making statements representing that
25 the Website is the actual venue, that tickets are limited when they
26 are not and that they will supply legitimate tickets when they
27 won't;

1 102. Plaintiff and the other Subclass members suffered a substantial injury
2 by virtue of buying products that they would not have purchased absent Defendants'
3 unlawful, fraudulent, and unfair advertising or by virtue of paying an excessive
4 premium price for the unlawfully, fraudulently, and unfairly priced products.

5 103. There is no benefit to consumers or competition from such deception,
6 other than to increase Defendants' own profits.

7 104. The gravity of the consequences of Defendants' conduct as described
8 above outweighs any justification, motive, or reason therefore, particularly
9 considering the available legal alternatives which exist in the marketplace, and such
10 conduct is immoral, unethical, unscrupulous, offends established public policy, or is
11 substantially injurious to Plaintiff and the other Subclass members.

12 105. **Fraudulent Conduct.** Defendants' acts and practices described above
13 also violate the UCL's proscription against engaging in fraudulent conduct.

14 106. The representations and omissions constitute "fraudulent" business acts
15 and practices because they are false and misleading to Plaintiff and the Subclass
16 members.

17 107. Defendants' representations and omissions deceived Plaintiff and the
18 Subclass members.

19 108. Defendants knew or reasonably should have known that their
20 statements and omissions were likely to deceive consumers.

21 109. Plaintiff and the other Subclass members suffered a substantial injury
22 by virtue of buying tickets that they would not have purchased absent Defendants'
23 unlawful, fraudulent, and unfair misrepresentations or by virtue of paying an
24 excessive premium price for the unlawfully, fraudulently, and unfairly priced
25 products.

1 110. Plaintiff and the other Subclass members had no way of reasonably
2 knowing that the tickets they purchased were not as marketed or advertised. Thus,
3 they could not have reasonably avoided the injury each of them suffered.

4 111. Defendants' violations of the UCL continue to this day.

5 112. Pursuant to California Business and Professional Code § 17203,
6 Plaintiff seeks a public injunction to enjoin Defendants' unlawful methods, acts, and
7 practices alleged herein. If the injunctive relief is not granted, and Defendants are
8 permitted to continue to engage in these practices, California's general public will
9 continue to suffer harm.

10 113. Plaintiff seeks an order of this Court on behalf of the general public that
11 includes, but is not limited to, an order requiring Defendants to:

- 12 a. Remove and/or refrain from making statements representing that
13 the Website is the actual venue, that tickets are limited when they
14 are not and that they will supply legitimate tickets when they
15 won't;
- 16 b. Conduct a corrective advertising campaign.

17 114. Plaintiff and the Subclass members also seek an order of this Court
18 requiring Defendants to:

- 19 a. Provide restitution to Plaintiff and the other Subclass members;
- 20 b. Disgorge all revenues obtained as a result of violations of the
21 UCL; and
- 22 c. Pay Plaintiff's and the Subclass' attorneys' fees and costs.

COUNT III

Violation of California’s False Advertising Law

(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)

(By Plaintiff on Behalf of the California Subclass and the General Public)

115. Plaintiff incorporates by reference each of the allegations contained in the preceding and following paragraphs of this Complaint and further alleges as follows.

116. The False Advertising Law prohibits making any false or misleading advertising claim.

117. Defendants make false and misleading advertising claims by deceiving consumers as alleged herein.

118. In reliance on these false and misleading advertising claims, Plaintiff and the Subclass members purchased tickets without the knowledge that they were not as advertised.

119. Defendants knew or should have known that their representations and omissions were likely to deceive consumers.

120. As a result, Plaintiff seeks a public injunction to enjoin Defendants’ unlawful methods, acts, and practices alleged herein. If the injunctive relief is not granted, and Defendants are permitted to continue to engage in these practices, California’s general public will continue to suffer harm.

121. Plaintiff and the Subclass members also seek equitable relief, restitution, and an order for the disgorgement of the funds by which Defendants were unjustly enriched.

COUNT IV

Violation of California’s Ticket Resale Law

(By Plaintiff on Behalf of the California Subclass)

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4 122. Plaintiff incorporates by reference each of the allegations contained in
5 the preceding and following paragraphs of this Complaint and further alleges as
6 follows.

7 123. California Business and Professional Code §22503 defines the term
8 “ticket seller” as “any person who for compensation, commission, or otherwise sells
9 admission tickets to sporting, musical, theatre, or any other entertainment event.”

10 124. Defendants are ticket sellers and charge end customers for tickets.

11 125. Defendants receive a commission and/or compensation for every ticket
12 sold on their website.

13 126. Defendants prohibit ticket buyers from contacting or even knowing the
14 original ticket holder and buyers solely deal with Defendants.

15 127. Buyers pay Defendants directly and Defendants alone, not a third party,
16 for the full amount of the tickets bought from Defendants.

17 128. Buyers receive the tickets in a digital form from Defendants.

18 129. Defendants failed to deliver to Plaintiff and other class members the
19 valid tickets at a specific price because Plaintiff and other members of the Class were
20 denied entry or expelled from their seats for the events for which they purchased
21 tickets.

22 130. Defendants, after failing to deliver valid tickets, did not refund the
23 purchasers two times the purchase price of the tickets and did not pay any of the
24 sums expended by the purchaser in nonrefundable expenses for attending or
25 attempting to attend the event.

26 131. Defendants’ failure to deliver to Plaintiff and other members of the
27 California Subclass valid tickets at a specific price is a violation of BPC § 22502.2.
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1 and other general and specific damages, including amounts paid for the tickets and
2 any interest that would have been accrued on these monies, all in the amount to be
3 determined at trial.

4
5 **COUNT VI**

6 **Unjust Enrichment**

7 **(By Plaintiff on Behalf of the Nationwide Class)**

8 138. Plaintiff incorporates by reference each of the allegations contained in
9 the preceding and following paragraphs of this Complaint and further alleges as
10 follows.

11 139. As alleged above, Defendants’ false and misleading advertising caused
12 Plaintiff and the Class to purchase the tickets at a premium.

13 140. It would be unjust and inequitable for Defendants to retain the above-
14 mentioned benefits. Defendants were only able to charge a premium for the tickets
15 by intentionally misrepresenting the tickets.

16 141. Defendants obtained benefits and monies because the tickets were not
17 as represented and expected, to the detriment and impoverishment of Plaintiff and
18 the Class members, who seek restitution and disgorgement of inequitably obtained
19 profits.

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff demands judgment as follows:

- 23 A. An order certifying the proposed Class; appointing Plaintiff as
24 representative of the Class; and appointing Plaintiff’s undersigned
25 counsel as Class counsel;
- 26 B. A declaration that Defendants are financially responsible for notifying
27 Class members of the pendency of this suit;

- 1 C. A declaration that Defendants have committed the violations alleged
- 2 herein;
- 3 D. An award of monetary damages, including but not limited to any
- 4 compensatory, incidental, or consequential damages in an amount that
- 5 the Court or jury will determine, in accordance with applicable law;
- 6 E. An award of punitive or exemplary damages in accordance with proof
- 7 and in an amount consistent with applicable precedent;
- 8 F. An award of statutory damages under the Ticket Resale Law;
- 9 G. An award of restitution for Class members;
- 10 H. An award of disgorgement for Class members;
- 11 I. An order enjoining Defendants' unlawful and deceptive acts and
- 12 practices
- 13 J. An order awarding Plaintiff and the other Class members the reasonable
- 14 costs and expenses of suit, including their attorneys' fees;
- 15 K. An order awarding prejudgment and post-judgment interest, consistent
- 16 with permissible law and pursuant to only those causes of action so
- 17 permitted; and
- 18 L. Any further relief that the Court may deem appropriate.

19 Plaintiff requests a temporary, preliminary and/or permanent order for public
20 injunctive relief requiring Defendants to cease the conduct alleged herein, including
21 making the false and/or misleading statements alleged herein that are in violation of
22 California law.

23 .

24 **JURY TRIAL DEMANDED**

25 Plaintiff demands a trial by jury for all claims so triable.

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1 Date: December 12, 2024

BEN TRAVIS LAW, APC

2
3 By: /s/ Ben Travis

4 Ben Travis (SBN 305641)

5 ben@bentravislaw.com

6 4660 La Jolla Village Drive, Suite 100

7 San Diego, CA 92122

8 Phone: (619) 353-7966

9 Attorneys for Plaintiff and the Proposed Class

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VENUE AFFIDAVIT

I, Margaret Franklin-Chomas, declare and state as follows:

1. I am the named Plaintiff in this action and make this affidavit pursuant to California Civil Code § 1780(d).
2. The Complaint in this action is filed in a proper place for trial of this action because Defendants are doing business in the County of San Diego. Furthermore, I purchased tickets from Defendants while in the County of San Diego.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct.

Executed this 12th day of December 2024 in San Diego, California.


Margaret Franklin (Dec 12, 2024 15:24 PST)
MARGARET FRANKLIN-CHOMAS