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*Attorneys for Plaintiff, and all others similarly situated*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

TODD GIESEA, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

VIVID SEATS LLC, and DOES 1 –  
10, inclusive,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*); and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*).

**Jury Trial Demanded**

1 Plaintiff TODD GIESEA (“Plaintiff”), individually and on behalf of all other  
2 members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant VIVID  
5 SEATS, LLC (hereinafter “Defendant”) to stop Defendant’s practice of falsely  
6 advertising the nature, quality, and price of its tickets and to obtain redress for a  
7 California class of consumers (“Class Members”) who changed position, within  
8 the applicable statute of limitations period, as a result of Defendant’s false and  
9 misleading advertisements.

10 2. Defendant is a corporation with principal place of business in Illinois  
11 and state of incorporation in Delaware and is engaged in the sale and marketing of  
12 event tickets on the internet.

13 3. Defendant represents that it sells presale tickets for various events and  
14 does not engage in speculative selling of tickets, when this is in fact false.  
15 Defendant misrepresented and falsely advertised to Plaintiff and other similarly  
16 situated consumers their service (hereinafter “Class Products”).

17 4. Plaintiff and others similarly situated utilized or attempt to utilize  
18 Defendant’s service, and they did so on the basis that Defendant said that it sells  
19 tickets for events and does not engage in any speculative selling.

20 5. Defendant’s misrepresentations to Plaintiff and others similarly  
21 situated caused them to utilize or attempt Defendant’s service, which Plaintiff and  
22 others similarly situated would not have utilized or attempted to utilize absent  
23 these misrepresentations by Defendant and its employees. In so doing, Defendant  
24 has violated California consumer protection statutes, including the Unfair  
25 Competition Law, and False Advertising Law.

26 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

27 6. Consumers purchase Defendant’s pre-sale tickets advertised to be of  
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1 a certain nature and quality, and in the case at bar, it did so under the impression  
2 that consumers are purchasing available tickets for a particular event for a set price  
3 and not a speculative one.

4 7. Consumers rely on the representations and advertisements of online  
5 ticket retailers in order to know the price of tickets for the different events  
6 advertised. Details as to the nature and quality of the service, such as whether the  
7 tickets are actually available to be purchased at the time purchased, are important  
8 and material to consumers at the time they purchase said tickets for the event, as  
9 consumers are sensitive to the nature and quality of the price they pay for the  
10 tickets for the events they wish to enjoy.

11 8. Defendant is engaged in the, marketing, supplying, and distributing  
12 of pre-sale tickets for various events that are worth far less than advertised by  
13 Defendant, and the true nature and quality of the ticket value is neither disclosed  
14 to consumers nor discoverable by the same at the time of purchase.

15 9. When consumers purchase the tickets from Defendant, they  
16 reasonably believe that they are actually purchasing tickets from the ticket  
17 purchasing service, that are of the nature and quality that was advertised and  
18 disclosed at the time they agree to purchase said product.

19 10. Defendant profits from the use of their product. Many consumers  
20 would not have purchased or attempted to purchase tickets through their platform  
21 if they were paying a speculative price, or they would have purchased their tickets  
22 from another competitor.

23 11. In Plaintiff's case, Defendant engage in speculative selling tickets for  
24 a particular event, in contradiction with their policy of prohibiting speculative  
25 selling of tickets, which was not disclosed to Plaintiff at the time he purchased the  
26 tickets from Defendant.

27 12. Defendant conceals the fact that its service is not going to be of the  
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1 nature and quality advertised in order to deceive consumers into utilizing their  
2 service that is different from that which is advertised.

3 13. Defendant does not present consumers with a written copy of the  
4 correct terms of the purchase prior to purchase, in order to conceal the deception  
5 that is at issue in this case.

6 14. Defendant makes written and oral representations to consumers  
7 which contradict the actual nature and quality of the service that will be delivered  
8 to the consumer after the consumer purchases the service.

9 15. The aforementioned written and oral representations are objectively  
10 false, and constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 et.  
11 seq. an unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof.  
12 Code §§ 17200 et. seq.

13 16. Defendant's violations of the law include without limitation the false  
14 advertising, marketing, representations, and sale of the falsely advertised Class  
15 Products to consumers in California.

16 17. On behalf of the class, Plaintiff seeks an injunction requiring  
17 Defendant to cease advertising and selling the Class Products in a manner that is  
18 deceptive, to disclose the true nature and quality of its services in a conspicuous  
19 manner at or prior to the point of sale, and an award of damages to the Class  
20 Members, together with costs and reasonable attorneys' fees.

### 21 **JURISDICTION AND VENUE**

22 18. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff,  
23 a California resident, seeks relief on behalf of a Class, which will result in at least  
24 one class member belonging to a different state than that of Defendant, a Delaware  
25 Corporation. Plaintiff also seeks damages for each violation alleged herein which,  
26 when aggregated among each member of the class, exceed the \$5,000,000.00  
27 threshold for requisite amount in controversy. Therefore, both minimal diversity  
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1 of citizenship and the amount in controversy requirements are satisfied for  
2 jurisdiction under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2).

3 19. Venue is proper in the United States District Court for the Northern  
4 District of California pursuant to 28 U.S.C. § 1391(b)(2) because Defendant does  
5 business within this district by selling tickets to California citizens for events  
6 within the State.

### 7 **THE PARTIES**

8 20. Plaintiff TODD GIESEA is a citizen and resident of the State of  
9 California, County of San Francisco.

10 21. Defendant VIVID SEATS, LLC is a Delaware corporation and  
11 headquartered in Illinois.

12 22. Plaintiff is informed and believes, and thereon alleges, that each and  
13 all of the acts and omissions alleged herein were performed by, or is attributable  
14 to, Defendant and/or its employees, agents, and/or third parties acting on its behalf,  
15 each acting as the agent for the other, with legal authority to act on the other's  
16 behalf. The acts of any and all of Defendant's employees, agents, and/or third  
17 parties acting on its behalf, were in accordance with, and represent, the official  
18 policy of Defendant.

19 23. The above named Defendant, and its subsidiaries and agents, are  
20 collectively referred to as "Defendants." The true names and capacities of the  
21 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are  
22 currently unknown to Plaintiff, who therefore sues such Defendants by fictitious  
23 names. Each of the Defendants designated herein as a DOE is legally responsible  
24 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend  
25 the Complaint to reflect the true names and capacities of the DOE Defendants  
26 when such identities become known.

27 24. Plaintiff is informed and believes, and thereon alleges, that said  
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1 Defendant is in some manner intentionally, negligently, or otherwise responsible  
2 for the acts, omissions, occurrences, and transactions of each and all its employees,  
3 agents, and/or third parties acting on its behalf, in proximately causing the  
4 damages herein alleged.

5 25. At all relevant times, Defendant ratified each and every act or  
6 omission complained of herein. At all relevant times, Defendant, aided and abetted  
7 the acts and omissions as alleged herein.

### 8 **PLAINTIFF'S FACTS**

9 26. On or around September 12, 2017, Plaintiff purchased tickets for an  
10 event advertised on Defendant's internet webpage. Defendant represents the  
11 tickets and associated price for the tickets was not speculative, as it is against its  
12 selling policy.

13 27. Speculative selling is the selling of tickets without actual possession  
14 of or the express option and right to purchase the tickets being sold. Thus, the  
15 speculative seller obtains orders for tickets and then goes and buys tickets on the  
16 marketplace in order to fill its orders. Defendant's terms and services explicitly  
17 declare and state that it does not permit speculative selling.

18 28. At the time of the purchase, Plaintiff believed that the price set for the  
19 tickets was the definitive worth of the tickets and not a speculative price and that  
20 Defendant has possession of the tickets it sold.

21 29. In reliance on these representations, Plaintiff used Defendant's  
22 service to purchase tickets for an event.

23 30. On or around September 13, 2017, Plaintiff discovered that the  
24 producers of the event, for which Plaintiff purchased tickets from Defendant,  
25 began to sell pre-sale tickets for that specific event. The producers of the event  
26 informed Plaintiff that tickets for the event did not begin to go on sale until that  
27 day.

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1           31. Plaintiff's paid Defendant approximately three (3) times more for the  
2 speculative tickets, than he would have if Plaintiff purchased the tickets from the  
3 producers of the event or their agents.

4           32. As a result of Defendant's speculative selling, Plaintiff experienced  
5 an economic loss, by paying an inflated price for tickets that had yet to be marketed  
6 to the public and that Defendant was speculating on.

7           33. Had Plaintiff known that Defendant would engage in speculative  
8 selling of the tickets, he would not have used Defendant's service.

9           34. Furthermore, Plaintiff did not discover, nor could he have discovered,  
10 the true nature and quality of the service until after Plaintiff transacted with  
11 Defendant for the purchase of the tickets.

12           35. Defendant specifically represents that it sells event tickets when they  
13 have officially been placed in the market and it does not engage in speculative  
14 selling of tickets for any event listed within their service.

15           36. For the purchase, Plaintiff paid more than valuable consideration.  
16 Plaintiff relied on the fact that the tickets Defendant advertised on its service to be  
17 of a particular nature and quality, namely that Defendant sold the tickets and did  
18 not engage in speculative selling, at the time Plaintiff used the service. Plaintiff  
19 was never informed, in writing, orally, or in any conspicuous manner, that Plaintiff  
20 was speculatively purchasing tickets to an event, for which tickets had yet to be  
21 announced to go on sale.

22           37. When completing the purchase with Defendant, Defendant  
23 guaranteed Plaintiff that he purchased for a particular event and that the tickets  
24 had gone on sale. Plaintiff relied on Defendant's statements about the nature and  
25 quality of the tickets advertised, in deciding whether to use Defendant's service  
26 for the purchase of tickets for events. Plaintiff felt assured by Defendant that  
27 service as represented by Defendant, namely that Plaintiff purchased tickets for a  
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1 particular event that were actually available and not speculative. Plaintiff would  
2 not have agreed to purchase tickets through Defendant's service if he had known  
3 that Defendant engages in actions contrary to what Defendant represents in their  
4 terms and conditions.

5 38. Defendant never informed Plaintiff that its service sells tickets for  
6 events speculatively, it does not actually have in its possession or access to tickets,  
7 nor did Plaintiff provide his consent transacting with Defendant for such a  
8 limitation.

9 39. Knowledge of the true nature and quality of Defendant's service  
10 would have impacted Plaintiff's decision to utilize this specific service from  
11 Defendant over other vendors. Plaintiff would have found it important to his  
12 purchase decision to know exactly what he was purchasing, and he believed that  
13 he was purchasing tickets for a particular event and not paying a speculative price.  
14 This much is demonstrated by the fact that Defendant specifically represented that  
15 the tickets were sold as a pre-sale.

16 40. Plaintiff felt ripped off and cheated by Defendant providing a service  
17 that was different in nature and quality than that which Defendant represented.  
18 Plaintiff believes that Defendant will continue its action of duping consumers into  
19 purchasing their service that deviates significantly from Defendant's  
20 representations, namely in the form of telling consumers that their service sells  
21 tickets that are not speculative, when it in fact is speculative, unless Defendant's  
22 practices are halted by way of an injunction.

23 41. As a result of Defendant's fraudulent practices, described herein,  
24 Plaintiff has suffered emotional distress, wasted time, and anxiety.

25 42. Plaintiff alleges on information and belief that it is Defendant's policy  
26 and practice to misrepresent the true nature and quality of its application regarding  
27 the uses and functions of the service. Plaintiff asserts that this practice constitutes  
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1 a fraudulent omission of a material fact relating to the nature and quality of its  
2 service that would be important to a reasonable consumer to know at the time they  
3 purchase tickets through Defendant's service.

4 43. Plaintiff alleges on information and belief that Defendant's policy and  
5 practice is to materially misrepresent the nature and quality of its platform, through  
6 said fraudulent omissions and misrepresentations, to induce consumers to  
7 reasonably rely on the said misrepresentations, in order to induce their purchase  
8 of tickets through their platform over law abiding competitors.

9 44. Defendant has a duty to disclose the true nature and quality of its  
10 services, including whether tickets have actually gone on sale or not, to consumers  
11 prior to the time they agree to purchase the tickets through Defendant's service.  
12 Defendant has a duty to disclose this material information of their service because  
13 such information would be highly important to a reasonable consumer.

14 45. Such sales tactics rely on falsities and have a tendency to mislead and  
15 deceive a reasonable consumer.

16 46. Defendant expressly represented to Plaintiff, through written  
17 statements, the true nature and quality of its service.

18 47. Plaintiff alleges that such representations were part of a common  
19 scheme to mislead consumers and incentivize them to purchase tickets through  
20 Defendant's service.

21 48. In purchasing the Class Products, Plaintiff relied upon Defendant's  
22 representations.

23 49. Such representations were clearly false because the true nature and  
24 quality of the service was different than represented.

25 50. Plaintiff would not have purchased the service if he knew that the  
26 above-referenced statements made by Defendant were false.

27 51. Had Defendant properly marketed, advertised, and represented the  
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1 Class Products, Plaintiff would not have purchased the products.

2 52. Plaintiff agreed to give his money, attention, and time to Defendant  
3 because of the nature and quality of the service advertised. Defendant benefited  
4 from falsely advertising the nature and quality of its service. Defendant benefited  
5 on the loss to Plaintiff and provided nothing of benefit to Plaintiff in exchange.

6 53. Had Defendant properly marketed, advertised, and represented the  
7 Class Products, no reasonable consumer who purchased or attempted to purchase  
8 the service would have believed that Defendant was actually selling tickets on pre-  
9 sale and not engaging in speculative selling of event tickets.

10 54. Defendant's acts and omissions were intentional, and resulted from  
11 Defendant's desire to mislead consumers into purchasing tickets using  
12 Defendant's service than consumers and the State of California would find  
13 acceptable.

14 **CLASS ACTION ALLEGATIONS**

15 55. Plaintiff brings this action, on behalf of himself and all others  
16 similarly situated, and thus, seeks class certification under Federal Rules of Civil  
17 Procedure, Rule 23.

18 56. The class Plaintiff seeks to represent (the "Class") is defined as  
19 follows:

20 All consumers, who, between the applicable statute of  
21 limitations and the present, purchased the Class  
22 Products.

23 57. As used herein, the term "Class Members" shall mean and refer to the  
24 members of the Class described above.

25 58. Excluded from the Class is Defendant, its affiliates, employees,  
26 agents, and attorneys, and the Court.

27 59. Plaintiff reserves the right to amend the Class, and to add additional  
28 subclasses, if discovery and further investigation reveals such action is warranted.

1           60. Upon information and belief, the proposed class is composed of  
2 thousands of persons. The members of the class are so numerous that joinder of  
3 all members would be unfeasible and impractical.

4           61. No violations alleged in this complaint are contingent on any  
5 individualized interaction of any kind between Class members and Defendant.

6           62. Rather, all claims in this matter arise from the identical, false,  
7 affirmative representations of the services, when in fact, such representations were  
8 false.

9           63. There are common questions of law and fact as to the Class Members  
10 that predominate over questions affecting only individual members, including but  
11 not limited to:

- 12           (a) Whether Defendant engaged in unlawful, unfair, or deceptive  
13 business practices in selling Class Products to Plaintiff and  
14 other Class Members;
- 15           (b) Whether Defendant made misrepresentations with respect to  
16 the Class Products sold to consumers;
- 17           (c) Whether Defendant profited from the sale of the wrongly  
18 advertised Class Products;
- 19           (d) Whether Defendant violated California Bus. & Prof. Code §  
20 17200, *et seq.*, and California Bus. & Prof. Code § 17500, *et*  
21 *seq.*;
- 22           (e) Whether Plaintiff and Class Members are entitled to equitable  
23 and/or injunctive relief;
- 24           (f) Whether Defendant's unlawful, unfair, and/or deceptive  
25 practices harmed Plaintiff and Class Members; and
- 26           (g) The method of calculation and extent of damages for Plaintiff  
27 and Class Members.
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1 to sell that personal property or those services, professional or otherwise, so  
2 advertised at the price stated therein, or as so advertised.”

3 73. California Business and Professions Code section 17500, *et seq.*'s  
4 prohibition against false advertising extends to the use of false or misleading  
5 written statements.

6 74. Defendant misled consumers by making misrepresentations and  
7 untrue statements about the Class Products, namely, Defendant sold tickets for  
8 events that were of a nature and quality different than advertised, and made false  
9 representations to Plaintiff and other putative class members in order to solicit  
10 these transactions.

11 75. Defendant knew that its representations and omissions were untrue  
12 and misleading, and deliberately made the aforementioned representations and  
13 omissions in order to deceive reasonable consumers like Plaintiff and other Class  
14 Members.

15 76. As a direct and proximate result of Defendant's misleading and false  
16 advertising, Plaintiff and the other Class Members have suffered injury in fact and  
17 have lost money or property, time, and attention. Plaintiff reasonably relied upon  
18 Defendant's representations regarding the Class Products. In reasonable reliance  
19 on Defendant's false advertisements, Plaintiff and other Class Members purchased  
20 the Class Products. In turn, Plaintiff and other Class Members ended up with  
21 Products that were overpriced and inaccurately marketed, and therefore Plaintiff  
22 and other Class Members have suffered injury in fact.

23 77. Plaintiff alleges that these false and misleading representations made  
24 by Defendant constitute a “scheme with the intent not to sell that personal property  
25 or those services, professional or otherwise, so advertised at the price stated  
26 therein, or as so advertised.”

27 78. Defendant advertised to Plaintiff and other putative class members,  
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1 through written representations and omissions made by Defendant and its  
2 employees that the Class Products would be of a particular nature and quality.

3 79. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
4 putative class members.

5 80. The misleading and false advertising described herein presents a  
6 continuing threat to Plaintiff and the Class Members in that Defendant persists and  
7 continues to engage in these practices, and will not cease doing so unless and until  
8 forced to do so by this Court. Defendant's conduct will continue to cause  
9 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled  
10 to preliminary and permanent injunctive relief ordering Defendant to cease its  
11 false advertising, as well as disgorgement and restitution to Plaintiff and all Class  
12 Members Defendant's revenues associated with their false advertising, or such  
13 portion of those revenues as the Court may find equitable.

14 **SECOND CAUSE OF ACTION**

15 **Violation of Unfair Business Practices Act**

16 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

17 81. Plaintiff incorporates by reference each allegation set forth above as  
18 fully set forth herein.

19 82. Actions for relief under the unfair competition law may be based on  
20 any business act or practice that is within the broad definition of the UCL. Such  
21 violations of the UCL occur as a result of unlawful, unfair or fraudulent business  
22 acts and practices. A plaintiff is required to provide evidence of a causal  
23 connection between a defendants' business practices and the alleged harm--that is,  
24 evidence that the defendants' conduct caused or was likely to cause substantial  
25 injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct  
26 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory  
27 definition of unfair competition covers any single act of misconduct, as well as  
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1 ongoing misconduct.

2 **UNFAIR**

3 83. California Business & Professions Code § 17200 prohibits any  
4 “unfair . . . business act or practice.” Defendant’s acts, omissions,  
5 misrepresentations, and practices as alleged herein also constitute “unfair”  
6 business acts and practices within the meaning of the UCL in that its conduct is  
7 substantially injurious to consumers, offends public policy, and is immoral,  
8 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs  
9 any alleged benefits attributable to such conduct. There were reasonably available  
10 alternatives to further Defendant’s legitimate business interests, other than the  
11 conduct described herein. Plaintiff reserves the right to allege further conduct  
12 which constitutes other unfair business acts or practices. Such conduct is ongoing  
13 and continues to this date.

14 84. In order to satisfy the “unfair” prong of the UCL, a consumer must  
15 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
16 benefits to consumers or competition; and (3) is not one that consumers themselves  
17 could reasonably have avoided.

18 85. Here, Defendant’s conduct has caused and continues to cause  
19 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
20 the Class have suffered injury in fact due to Defendant’s decision to sell them  
21 falsely described Class Products. Thus, Defendant’s conduct has caused  
22 substantial injury to Plaintiff and the members of the Class.

23 86. Moreover, Defendant’s conduct as alleged herein solely benefits  
24 Defendant while providing no benefit of any kind to any consumer. Such deception  
25 utilized by Defendant convinced Plaintiff and members of the Class that the Class  
26 Products were a certain nature and quality in order to induce them to spend money  
27 on said Class Products. In fact, knowing that Class Products were not of this nature  
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1 and quality, Defendant unfairly profited from their sale. Thus, the injury suffered  
2 by Plaintiff and the members of the Class is not outweighed by any countervailing  
3 benefits to consumers.

4 87. Finally, the injury suffered by Plaintiff and members of the Class is  
5 not an injury that these consumers could reasonably have avoided. After  
6 Defendant falsely represented the Class Products, Plaintiff and class members  
7 suffered injury in fact due to Defendant's sale of Class Products to them.  
8 Defendant failed to take reasonable steps to inform Plaintiff and class members  
9 that the Class Products were not advertised as having the nature and quality that  
10 they in fact have. As such, Defendant took advantage of Defendant's position of  
11 perceived power in order to deceive Plaintiff and the Class members to purchase  
12 tickets for events through Defendant's service when in fact the tickets were not in  
13 Defendant's possession and Defendant engages in speculative selling, as  
14 prohibited by their terms and conditions. Therefore, the injury suffered by Plaintiff  
15 and members of the Class is not an injury which these consumers could reasonably  
16 have avoided.

17 88. Thus, Defendant's conduct has violated the "unfair" prong of  
18 California Business & Professions Code § 17200.

### 19 **FRAUDULENT**

20 89. California Business & Professions Code § 17200 prohibits any  
21 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
22 prong of the UCL, a consumer must allege that the fraudulent business practice  
23 was likely to deceive members of the public.

24 90. The test for "fraud" as contemplated by California Business and  
25 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
26 common law fraud, a § 17200 violation can be established even if no one was  
27 actually deceived, relied upon the fraudulent practice, or sustained any damage.  
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1 Plaintiff and Class Members.

2 97. This practice of making these representations by Defendant is  
3 therefore an “unlawful” business practice or act under Business and Professions  
4 Code Section 17200 *et seq.*

5 98. Defendant has thus engaged in unlawful, unfair, and fraudulent  
6 business acts entitling Plaintiff and Class Members to judgment and equitable  
7 relief against Defendant, as set forth in the Prayer for Relief. Additionally,  
8 pursuant to Business and Professions Code section 17203, Plaintiff and Class  
9 Members seek an order requiring Defendant to immediately cease such acts of  
10 unlawful, unfair, and fraudulent business practices and requiring Defendant to  
11 correct its actions.

12 **MISCELLANEOUS**

13 99. Plaintiff and Class Members allege that they have fully complied with  
14 all contractual and other legal obligations and fully complied with all conditions  
15 precedent to bringing this action or that all such obligations or conditions are  
16 excused.

17 **PRAYER FOR RELIEF**

18 100. Plaintiff, on behalf of herself and the Class, requests the following  
19 relief:

- 20 (a) An order certifying the Class and appointing Plaintiff as  
21 Representative of the Class;
- 22 (b) An order certifying the undersigned counsel as Class Counsel;
- 23 (c) An order requiring VIVID SEATS, LLC, at its own cost, to  
24 notify all Class Members of the unlawful and deceptive  
25 conduct herein;
- 26 (d) An order requiring VIVID SEATS, LLC to engage in  
27 corrective advertising regarding the conduct discussed above;
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- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (h) Pre- and post-judgment interest; and
- (i) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

**REQUEST FOR JURY TRIAL**

101. Plaintiff requests a trial by jury as to all claims so triable.

Dated: March 22, 2018

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: /s/Todd M. Friedman  
TODD M. FRIEDMAN, ESQ.  
Attorney for Plaintiff TODD GIESEA

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Exhibit A

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

TODD GIESEA, individually, and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Offices of Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367; (877) 206-4741

DEFENDANTS

VIVID SEATS LLC, and DOES 1 – 10, inclusive,

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

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

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332 et seq.

Brief description of cause: Diversity Jurisdiction

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

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

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/22/2018

SIGNATURE OF ATTORNEY OF RECORD

s/Todd M. Friedman

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.