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

MAHMOUD AMERI, and ERIN OUBORG,  
each individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TICKETMASTER LLC and DOES 1-10,  
inclusive,

Defendants.

CASE NO. 3:19-CV-2642

**DEFENDANT TICKETMASTER LLC'S  
NOTICE OF REMOVAL**

1 Defendant Ticketmaster LLC (“Ticketmaster”) hereby removes this action from the  
2 Superior Court of the State of California for the County of Alameda to this Court pursuant to  
3 28 U.S.C. §§ 1332, 1441, 1446, and 1453.

4 **I. PROCEDURAL BACKGROUND**

5 1. On September 28, 2018, Plaintiff Mahmoud Ameri, individually and on behalf of  
6 all others similarly situated, filed a Class Action Complaint in the Superior Court of the State of  
7 California for the County of Alameda (“Alameda County Superior Court”), captioned *Mahmoud*  
8 *Ameri, individually and on behalf of all others similarly situated v. Ticketmaster LLC, and DOES*  
9 *1-10, inclusive*, Case No. RG18922688 (the “State Court Action”).

10 2. On November 7, 2018, Ticketmaster removed the State Court Action to the United  
11 States District Court for the Northern District of California on the basis of diversity jurisdiction  
12 under the Class Action Fairness Act. *See* Notice of Removal, *Ameri v. Ticketmaster LLC*, No.  
13 3:18-cv-06750 (N.D. Cal. Nov. 7, 2018), ECF No. 1 (the “Federal Court Action”).

14 3. On November 15, 2018, this Court related the Federal Court Action to *Lee v.*  
15 *Ticketmaster L.L.C.*, No. 3:18-cv-05987 (N.D. Cal.). *See* Order Regarding Admin. Mot. to  
16 Consider Whether Cases Should Be Related, *Ameri v. Ticketmaster LLC*, Case No. 3:18-cv-06750  
17 (N.D. Cal. Nov. 15, 2018), ECF No. 22.

18 4. On April 1, 2019, this Court remanded the Federal Court Action to Alameda County  
19 Superior Court because Plaintiff Ameri lacked Article III standing. *See* Remand Order, *Ameri v.*  
20 *Ticketmaster LLC*, Case No. 3:18-cv-06750-VC (N.D. Cal. Apr. 1, 2019), ECF No. 42.

21 5. On April 2, 2019, the Clerk of this Court transmitted to Alameda County Superior  
22 Court copies of the docket entries and Remand Order entered in the Federal Court Action. *See*  
23 Clerk’s Notice, *Ameri v. Ticketmaster LLC*, No. 3:18-cv-06750-VC (N.D. Cal. Apr. 2, 2019), ECF  
24 No. 43. Alameda County Superior Court entered the Notice of Remand on April 8, 2019.

25 6. On April 11, 2019, Plaintiffs Mahmoud Ameri and Erin Ouborg, individually and  
26 on behalf of all others similarly situated (“Plaintiffs”), filed a First Amended Class Action  
27 Complaint (“First Amended Complaint”) in Alameda County Superior Court, captioned *Mahmoud*  
28 *Ameri, and Erin Ouborg, each individually and on behalf of all others similarly situated v.*

1 *Ticketmaster LLC, and DOES 1-10, inclusive*, Case No. RG18922688. The Amended Summons  
2 and First Amended Complaint were served on Ticketmaster by mail on April 15, 2019. Attached  
3 as **Exhibit 1** are true and correct copies of the Amended Summons, First Amended Complaint,  
4 and Proof of Service.

5 7. Pursuant to 28 U.S.C. § 1446(a), copies of all additional process, pleadings, and  
6 orders served on Ticketmaster in Alameda County Superior Court Case No. RG18922688 are  
7 attached hereto as **Exhibit 2**.

8 8. This Notice of Removal is timely, as it is filed within thirty (30) days of  
9 Ticketmaster’s receipt of the Amended Summons and First Amended Complaint. *See* 28 U.S.C.  
10 §§ 1446(b)(2)(B)-(C); Fed. R. Civ. P. 6(a), 6(d) (deadline extended by three days where, as here,  
11 service is effectuated by mail).

12 **II. THIS COURT HAS DIVERSITY JURISDICTION PURSUANT TO THE CLASS**  
13 **ACTION FAIRNESS ACT**

14 9. Plaintiffs purport to represent a class including “[a]ll persons with California  
15 addresses who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket  
16 exchange that were first offered by and/or through Ticketmaster.” First Am. Compl. ¶ 23. The  
17 Class Period is alleged to be “the period from 4 years prior to the filing of this action through the  
18 trial date.” *Id.* ¶ 6.

19 10. This Court has original jurisdiction over this action pursuant to the Class Action  
20 Fairness Act (“CAFA”). *See* 28 U.S.C. §§ 1332(d), 1453. CAFA extends federal jurisdiction over  
21 class actions where: (1) any member of the proposed class is a citizen of a state different from any  
22 defendant (*i.e.*, minimal diversity exists); (2) the putative class consists of more than 100 members;  
23 and (3) the amount in controversy exceeds \$5 million, taking into account all damages and  
24 equitable relief sought for all of the purported class members’ claims in the aggregate, exclusive  
25 of interest and costs. 28 U.S.C. §§ 1332(d)(2), (d)(5)(B), (d)(6). Each of these requirements is  
26 satisfied in this action.

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1           **A. This Is a Purported Class Action Within the Meaning of CAFA**

2           11. A “class action” under CAFA includes any civil action filed under Federal Rule of  
3 Civil Procedure 23 or a “similar State statute or rule of judicial procedure authorizing an action to  
4 be brought by 1 or more representative persons as a class action.” *See* 28 U.S.C. § 1332(d)(1)(B).

5           12. Plaintiffs’ First Amended Complaint meets this definition because it is brought  
6 pursuant to Section 382 of the California Code of Civil Procedure, which authorizes one or more  
7 individuals to sue “for the benefit of all” when “the question is one of a common or general interest,  
8 of many persons, or when the parties are numerous, and it is impracticable to bring them all before  
9 the court.” Cal. Code Civ. Proc. § 382; *see* 28 U.S.C. §§ 1332(d)(1)(B), (d)(5)(B); First Am.  
10 Compl. ¶ 4 (“Plaintiff [sic] brings this action, individually and as a class action under California  
11 Code of Civil Procedure § 382.”).

12           **B. Minimal Diversity Is Satisfied**

13           13. For purposes of establishing federal jurisdiction, CAFA requires only minimal  
14 diversity—that is, at least one purported class member must be a citizen of a state different from  
15 the state of citizenship of any named defendant. 28 U.S.C. § 1332(d)(2)(A).

16           14. “[A] corporation shall be deemed to be a citizen of every State and foreign state by  
17 which it has been incorporated and of the State or foreign state where it has its principal place of  
18 business.” 28 U.S.C. § 1332(c)(1). At the time of the filing of this lawsuit, and at the time of  
19 removal, Ticketmaster was and is a corporation incorporated under the laws of the Commonwealth  
20 of Virginia, with its principal place of business in Beverly Hills, California. First Am. Compl.  
21 ¶ 10. Ticketmaster is therefore a citizen of Virginia and California under 28 U.S.C. § 1332(c)(1).

22           15. A person’s state citizenship is determined by her state of domicile, not her state of  
23 residence. “A person’s domicile is her permanent home, where she resides with the intention to  
24 remain or to which she intends to return. A person residing in a given state is not necessarily  
25 domiciled there, and thus is not necessarily a citizen of that state.” *Kanter v. Warner-Lambert Co.*,  
26 265 F.3d 853, 857 (9th Cir. 2001) (citation omitted). Plaintiff Ameri alleges that he is an  
27 “individual and a resident of Alameda County, California.” First Am. Compl. ¶ 11. Plaintiff  
28 Ameri makes no allegations about his state citizenship. Plaintiff Ouborg alleges that she is an

1 “individual and resident of Alameda County, California.” *Id.* ¶ 12. Plaintiff Ouborg makes no  
2 allegations about her state citizenship.

3 16. Plaintiffs bring this action on behalf of “[*a*]ll persons with California addresses  
4 who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that  
5 were first offered by and/or through Ticketmaster.” *Id.* ¶ 23 (emphasis added).

6 17. Ticketmaster is a primary ticketing service provider; it contracts with venues to  
7 provide ticket distribution services, and then sells tickets to the venue’s events to consumers or  
8 other buyers, in the first instance. This is the “primary” sale of a ticket. Subsequently, after the  
9 initial or “primary” sale, purchasers may choose to resell their tickets on a secondary exchange  
10 platform, such as StubHub or Ticketmaster. This is known as the “secondary” sale of a ticket.

11 18. During the alleged Class Period, Ticketmaster operated secondary ticket exchange  
12 platforms (“Secondary Exchanges”), including [www.ticketmaster.com/verified](http://www.ticketmaster.com/verified), on which resellers  
13 resold tickets to buyers. Ticketmaster, as the operator of those Secondary Exchanges, requires  
14 only that purchasers provide an address that corresponds to the credit card used for the purchase.  
15 Ticketmaster’s Secondary Exchanges are not restricted to citizens of California. Declaration of  
16 Shawn Moon (“Moon Decl.”), ¶ 2.

17 19. According to Ticketmaster’s records, during the alleged Class Period, various  
18 purchaser accounts were used to purchase tickets on a Ticketmaster Secondary Exchange using a  
19 California address, where the ticket(s) had previously been offered by or through Ticketmaster in  
20 the first instance (*i.e.*, during the primary sale). *See id.* ¶ 4. Subsequently, however, many such  
21 purchasers updated their address with Ticketmaster, changing it to an address in a state that was  
22 neither California (where Ticketmaster’s principal place of business is located) nor Virginia  
23 (where Ticketmaster is incorporated). *Id.* Therefore, according to Ticketmaster’s records, the  
24 class as defined includes at least one person “with [*a*] California address” at the time of purchase  
25 who is now domiciled in a state other than California or Virginia. Minimal diversity is thus  
26 established because at least one putative class member is a citizen of a different state than  
27 Ticketmaster. 28 U.S.C. § 1332(d)(2)(A).

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1           **C.     The Putative Class Exceeds 100 Members**

2           20.     Plaintiffs allege that “[t]he total number of members of the Class is believed to be  
3 in excess of 50,000 persons,” and that “joinder of all members of the Class would be impractical.”  
4 First Am. Compl. ¶ 25. Because the putative class consists of at least 100 proposed class members,  
5 the requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

6           **D.     The Amount in Controversy Exceeds \$5 Million**

7           21.     CAFA provides that, “[i]n any class action, the claims of the individual class  
8 members shall be aggregated to determine whether the matter in controversy exceeds the sum or  
9 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6). The amount in  
10 controversy is first determined by reviewing the allegations of the operative complaint.  
11 *Lowdermilk v. U.S. Bank Nat’l Ass’n*, 479 F.3d 994, 998 (9th Cir. 2007), *overruled on other*  
12 *grounds as stated in Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 981 (9th Cir. 2013)  
13 (“Our starting point is ‘whether it is ‘facially apparent’ from the complaint that the jurisdictional  
14 amount is in controversy.’”) (citation omitted). Where a complaint does not state a dollar amount,  
15 a defendant’s notice of removal under CAFA need include “only a plausible allegation that the  
16 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co.,*  
17 *LLC v. Owens*, 135 S. Ct. 547, 554 (2014). Evidence on that issue is required “only when the  
18 plaintiff contests, or the court questions, the defendant’s allegation.” *Id.*

19           22.     Plaintiffs do not allege a specific dollar amount in damages. However, Plaintiffs  
20 allege that Ticketmaster’s allegedly “anticompetitive conduct” generated “billions of dollars of  
21 revenue for itself at the expense of consumers.” First Am. Compl. ¶ 20 (emphasis added). Further,  
22 Plaintiffs seek to certify a class of individuals that is purportedly “in excess of 50,000 persons.”  
23 *Id.* ¶¶ 23, 25. And Ticketmaster’s records indicate that purchasers who bought tickets on a  
24 Ticketmaster Secondary Exchange using a California address, where the ticket(s) had first been  
25 offered by or through Ticketmaster in the first instance (*i.e.*, during the primary sale), collectively  
26 paid hundreds of millions of dollars for their tickets. Moon Decl. ¶ 5.

27           23.     With respect to remedies, Plaintiffs seek “damages according to proof, which  
28 damages shall be automatically trebled pursuant to the Cartwright Act.” First Am. Compl. ¶ 36.

1 Plaintiffs also seek “restitution of all amounts received and/or retained and/or not paid to Plaintiff  
2 and the Class,” attorney’s fees, costs of suit, as well as payment of “all amounts owed to the Class  
3 arising out of the actions complained of . . . , including penalties, interest, and costs.” *Id.* pp. 12-13  
4 (Prayer for Relief ¶¶ 5, 8, 13-14). Plaintiff further seeks injunctive relief “prohibiting Ticketmaster  
5 from engaging in the practices complained of herein pending trial of this action, and requiring  
6 Ticketmaster to make appropriate reports to the Court or its appointed agent or expert regarding  
7 its compliance with said injunction, and requiring Ticketmaster to pay all costs associated with  
8 said [sic] monitoring said injunction,” as well as a similar permanent injunction. *Id.* p. 13 (Prayer  
9 for Relief ¶¶ 11-12).

10 24. Ticketmaster denies any and all liability and contends that Plaintiffs’ allegations  
11 are entirely without merit. For purposes of this Notice of Removal, however, taking Plaintiffs’  
12 factual allegations as true and legal allegations as correct, Ticketmaster believes and alleges that  
13 the amount in controversy would exceed \$5,000,000, exclusive of interest and costs, and satisfies  
14 the amount in controversy requirements of CAFA. *See* 28 U.S.C. § 1332(d)(2).

### 15 **III. VENUE AND INTRA-DISTRICT ASSIGNMENT**

16 25. Because Plaintiffs’ First Amended Complaint was filed in Alameda County  
17 Superior Court, this district is the proper venue for this action upon removal pursuant to 28 U.S.C.  
18 § 1441(a).

19 26. For the purpose of efficiency, Ticketmaster believes that the San Francisco Division  
20 of this Court is the most appropriate intra-district assignment. After Ticketmaster previously  
21 removed the State Court Action, this Court related it to *Lee v. Ticketmaster, L.L.C.*, No. 3:18-  
22 05987-VC (N.D. Cal.) and transferred it to Judge Chhabria. Ticketmaster intends to file a motion  
23 to relate the amended action to *Lee* as well.

### 24 **IV. REMOVAL PROCEDURE**

25 27. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil  
26 Procedure. *See* 28 U.S.C. § 1446(a).

27 28. Ticketmaster was served with the First Amended Complaint by mail on April 15,  
28 2019. *See* Ex. 1. Accordingly, this Notice of Removal is timely under 28 U.S.C. § 1446(b), as it

1 is filed within 30 days of service. *See id.*; Fed. R. Civ. P. 6(a), 6(d) (deadline extended by three  
2 days where, as here, service is effectuated by mail).

3 29. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders are  
4 attached hereto as Exhibit 1 (Amended Summons, First Amended Complaint, and Proof of  
5 Service) and Exhibit 2 (all additional process, pleadings, and orders).

6 30. Ticketmaster will serve written notice of the removal of this action upon all adverse  
7 parties promptly, and will file such notice with the Clerk of Alameda County Superior Court, as  
8 required by 28 U.S.C. § 1446(d).

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10 Dated: May 15, 2019

Respectfully Submitted,

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LATHAM & WATKINS LLP

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By: /s/ Timothy L. O'Mara

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Timothy L. O'Mara

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*Attorneys for Defendant Ticketmaster LLC*

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