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LATHAM & WATKINS

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TICKETMASTER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

TICKETMASTER LLC and DOES 1-10,
inclusive

Defendants.

CASE NO. RG18922688

**DEFENDANT TICKETMASTER LLC'S
NOTICE OF FILING OF REMOVAL TO
FEDERAL COURT**

FILED BY FAX
ALAMEDA COUNTY
November 08, 2018
CLERK OF
THE SUPERIOR COURT
By Cheryl Clark, Deputy
CASE NUMBER:
RG18922688

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**TO THE CLERK OF THE COURT, PLAINTIFF AND PLAINTIFF’S ATTORNEY
OF RECORD:**

PLEASE TAKE NOTICE that on November 7, 2018, Defendant Ticketmaster LLC (“Ticketmaster”) filed a Notice of Removal in the United States District Court for the Northern District of California. A copy of the Notice of Removal is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that pursuant to 28 U.S.C. §§ 1441 and 1446, the filing of the said Notice of Removal in the United States District Court for the Northern District of California, together with the filing of the attached copy thereof in this Court, effects the removal of this action and this Court may proceed no further unless and until the action is remanded.

Dated: November 7, 2018

Respectfully Submitted,

LATHAM & WATKINS LLP
Daniel M. Wall
Timothy L. O’Mara
Christopher B. Campbell


By 
Christopher B. Campbell
Attorneys for Defendant
TICKETMASTER LLC

Exhibit A

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Attorneys for Defendant
TICKETMASTER LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

TICKETMASTER LLC and DOES 1-10,
inclusive,

Defendants.

CASE NO. 3:18-cv-6750

**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. THE COMPLAINT**

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

10 2. The Summons and Complaint were personally served on Ticketmaster on October
11 8, 2018. A true and correct copy of the Complaint, Summons, and Notice of Service of Process,
12 and other pleadings are attached hereto as Exhibit 1. Exhibit 1 constitutes all of the pleadings,
13 process, and orders served on Ticketmaster in the State Court Action.

14 3. On October 23, 2018, Plaintiff filed a Notice of Related Case in the State Court
15 Action, which was served on Ticketmaster’s registered agent on the same day. Attached hereto as
16 Exhibit 2 is a true and correct copy of the Notice of Related Case.

17 4. On November 5, 2018, Defendant filed the Declaration of Christopher B. Campbell
18 Regarding Inability to Comply with Meet and Confer Requirement and Request for Automatic 30-
19 Day Extension. Attached hereto as Exhibit 3 is a true and correct copy of the Declaration.

20 5. This Notice of Removal is timely, as it is filed within thirty (30) days of
21 Ticketmaster’s receipt of the Summons and Complaint. *See* 28 U.S.C. §§ 1446(b)(2)(B)-(C).

22 **II. THIS COURT HAS DIVERSITY JURISDICTION PURSUANT TO THE CLASS**
23 **ACTION FAIRNESS ACT**

24 6. Plaintiffs purport to represent a class including “[a]ll persons with California
25 addresses who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket
26 exchange that were first offered by and/or through Ticketmaster.” Compl. ¶ 22. The Class Period
27 is alleged to be “the period from 4 years prior to the filing of [the State Court Action] through the
28 trial date.” *Id.* ¶ 6.

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

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

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

13 9. Plaintiff’s Class Action Complaint meets this definition because it is brought
14 pursuant to Section 382 of the California Code of Civil Procedure, which authorizes one or more
15 individuals to sue “for the benefit of all” when “the question is one of a common or general interest,
16 of many persons, or when the parties are numerous, and it is impracticable to bring them all before
17 the court.” Cal. Code Civ. Proc. § 382; *see* 28 U.S.C. §§ 1332(d)(1)(B), (d)(5)(B); Compl. ¶ 4
18 (“Plaintiff brings this action, individually and as a class action under California Code of Civil
19 Procedure § 382.”).

20 **B. Minimal Diversity Is Satisfied**

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

24 11. “[A] corporation shall be deemed to be a citizen of every State and foreign state by
25 which it has been incorporated and of the State or foreign state where it has its principal place of
26 business.” 28 U.S.C. § 1332 (c)(1). At the time of the filing of this lawsuit, and at the time of
27 removal, Defendant Ticketmaster was and is a corporation incorporated under the laws of the
28 Commonwealth of Virginia, with its principal place of business in Beverly Hills, California.

1 Compl. ¶ 10. Ticketmaster is therefore a citizen of Virginia and California under 28 U.S.C.
2 § 1332(c)(1).

3 12. A person’s state citizenship is determined by her state of domicile, not her state of
4 residence. “A person’s domicile is her permanent home, where she resides with the intention to
5 remain or to which she intends to return. A person residing in a given state is not necessarily
6 domiciled there, and thus is not necessarily a citizen of that state.” *Kanter v. Warner-Lambert Co.*,
7 265 F.3d 853, 857 (9th Cir. 2001) (citation omitted). Plaintiff Ameri alleges that he is an
8 “individual and resident of Alameda County, California.” Compl. ¶ 11. Mr. Ameri makes no
9 allegations about his state citizenship.

10 13. Plaintiff “brings this action on behalf of himself and all others similarly situated as
11 a class action ... [and] [t]he Class that the Plaintiff seeks to represent is ... *[a]ll persons with*
12 *California addresses* who, during the Class Period, purchased tickets on a Ticketmaster secondary
13 ticket exchange that were first offered by and/or through Ticketmaster.” See Compl. ¶ 22
14 (emphasis added).

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

20 15. During the alleged Class Period, Ticketmaster operated secondary ticket exchange
21 platforms (“Secondary Exchanges”), including www.ticketexchangebyticketmaster.com and
22 www.ticketmaster.com/verified, on which resellers resold tickets to buyers. Ticketmaster, as the
23 operator of those Secondary Exchanges, requires only that purchasers provide an address that
24 corresponds to the credit card used for the purchase. Ticketmaster’s Secondary Exchanges are not
25 restricted to citizens of California. Declaration of Shawn Moon (“Moon Decl.”) ¶ 2.

26 16. According to Ticketmaster’s records, during the alleged Class Period, various
27 purchaser accounts were used to purchase tickets on a Ticketmaster Secondary Exchange using a
28 California address, where the ticket(s) had first been offered by or through Ticketmaster in the first

1 instance (i.e., during the primary sale). Subsequently, however, many such purchasers updated
2 their address with Ticketmaster, changing it to an address in a state that was neither California
3 (where Ticketmaster’s principal place of business is located) nor Virginia (where Ticketmaster is
4 incorporated). Moon Decl. ¶ 4. Therefore, according to Ticketmaster’s records, the class as
5 defined includes at least one person “with [a] California address” at the time of purchase who is
6 now domiciled in a state other than California or Virginia. Minimal diversity is thus established
7 because at least one putative class member is a citizen of a different state than Ticketmaster. 28
8 U.S.C. § 1332(d)(2)(A).

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

10 17. Plaintiff alleges that “[t]he total number of members of the Class is believed to be
11 in excess of 50,000 persons,” and that “joinder of all members of the Class would be impractical.”
12 Compl. ¶ 24. Because the putative class consists of at least 100 proposed class members, the
13 requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

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

15 18. CAFA provides that, “[i]n any class action, the claims of the individual class
16 members shall be aggregated to determine whether the matter in controversy exceeds the sum or
17 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6). The amount in
18 controversy is first determined by reviewing the allegations of the operative complaint.
19 *Lowdermilk v. U.S. Bank Nat’l Assoc.*, 479 F.3d 994, 998 (9th Cir. 2007) (“Our starting point is
20 ‘whether it is ‘facially apparent’ from the complaint that the jurisdictional amount is in
21 controversy.’”) (quoting *Abrego Abrego v. Dow Chem. Co.*, 443 F.3d 676, 690 (9th Cir. 2006) (*per*
22 *curiam*)). Where a complaint does not state a dollar amount, a defendant’s notice of removal under
23 CAFA need include “only a plausible allegation that the amount in controversy exceeds the
24 jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554
25 (2014). Evidence on that issue is required “only when the plaintiff contests, or the court questions,
26 the defendant’s allegation.” *Id.*

27 19. Plaintiff does not allege a specific dollar amount in damages. However, Plaintiff
28 alleges that Ticketmaster’s allegedly “anticompetitive conduct” generated “billions of dollars of

1 revenue for itself at the expense of consumers.” Compl. ¶ 19 (emphasis added). Further, Plaintiff
2 seeks to certify a class of individuals that is purportedly “in excess of 50,000 persons.” Compl.
3 ¶¶ 22, 24. And Ticketmaster’s records indicate that purchasers who bought tickets on a
4 Ticketmaster Secondary Exchange using a California address, where the ticket(s) had first been
5 offered by or through Ticketmaster in the first instance (i.e., during the primary sale), collectively
6 paid hundreds of millions of dollars for their tickets. Moon Decl. ¶ 5.

7 20. With respect to remedies, Plaintiff seeks “damages according to proof, which
8 damages shall be automatically trebled pursuant to the Cartwright Act.” Compl. ¶ 35. Plaintiff
9 also seeks “restitution of all amounts received and/or retained and/or not paid to Plaintiff and the
10 Class,” attorney’s fees, costs of suit, as well as payment of “all amounts owed to the Class arising
11 out of the actions complained of ..., including penalties, interest, and costs.” Compl. at 12-13,
12 ¶¶ 5, 8, 11-14. Plaintiff further seeks injunctive relief “prohibiting Ticketmaster from engaging in
13 the practices complained of herein pending trial of this action, and requiring Ticketmaster to make
14 appropriate reports to the Court or its appointed agent or expert regarding its compliance with said
15 injunction, and requiring Ticketmaster to pay all costs associated with said monitoring said
16 injunction,” as well as a similar permanent injunction. *Id.*

17 21. Ticketmaster denies any and all liability and contends that Plaintiff’s allegations
18 are entirely without merit. For purposes of this Notice, however, taking Plaintiff’s factual
19 allegations as true and legal allegations as correct, Ticketmaster believes and alleges that the
20 amount in controversy would exceed \$5,000,000, exclusive of interest and costs, and satisfies the
21 amount in controversy requirements of CAFA. *See* 28 U.S.C. § 1332(d)(2).

22 **III. VENUE AND INTRA-DISTRICT ASSIGNMENT**

23 22. Because Plaintiff’s Complaint was filed in the Superior Court of California for the
24 County of Alameda, this district is the proper venue for this action upon removal pursuant to 28
25 U.S.C. § 1441(a). Either the San Francisco Division or the Oakland Division is the proper intra-
26 district assignment for this action upon removal pursuant to Civil Local Rule 3-2(c).

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1 **IV. REMOVAL PROCEDURE**

2 23. This notice is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure.
3 *See* 28 U.S.C. § 1446(a).

4 24. Ticketmaster was served on October 8, 2018. *See* Summons and Notice of Service
5 of Process, attached hereto as Exhibit 1. Accordingly, this notice of removal is timely under
6 28 U.S.C. § 1446(b), as it is filed within 30 days of service. *See id.*; Fed. R. Civ. P. 6(a).

7 25. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders are
8 attached hereto. Copies of the Complaint, Summons, Notices of Service of Process, and Civil
9 Cover Sheet are attached hereto as Exhibit 1. No other pleadings have been filed in this matter to
10 date in the Superior Court.

11 26. Ticketmaster will serve written notice of the removal of this action upon all adverse
12 parties promptly, and will file such notice with the Clerk for the Superior Court of the State of
13 California, County of Alameda, as required by 28 U.S.C. § 1446(d).

14 Dated: November 7, 2018

Respectfully Submitted,

LATHAM & WATKINS LLP
Daniel M. Wall
Timothy L. O’Mara

By /s/ Daniel M. Wall
Daniel M. Wall
Attorneys for Defendant
TICKETMASTER LLC

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