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FILED
 ALAMEDA COUNTY

SEP 28 2018

CLERK OF THE SUPERIOR COURT
 By 
 Deputy

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND 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**

COMPLAINT FOR:

1. Per se Violation of the Cartwright Act
 (Business and Professions Code § 16720,
et seq.)
2. Violation of the Cartwright Act Under the
 Rule of Reason
 (Business and Professions Code § 16720,
et seq.)
3. Violation of California Penal Code § 496
4. Unfair Business Practices
 (Business and Professions Code § 17200,
et seq.)
5. Injunction (Business and Professions
 Code § 17200, *et seq.*)

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Mahmoud Ameri ("Plaintiff") is informed and believes and thereupon alleges the
2 following:

3 **I. INTRODUCTION**

4 1. This is a class action seeking redress for violations of California law by
5 defendant Ticketmaster LLC ("Ticketmaster" or "Defendant"). Ticketmaster systematically
6 orchestrates and facilitates the bulk sales of tickets on its website to professional resellers and
7 the immediate resale of these same tickets, at inflated prices, on Ticketmaster's secondary
8 exchanges. By doing so, Ticketmaster receives double commissions for each ticket – first on
9 the sale of tickets to resellers, and then on the resale of the same tickets on secondary
10 exchanges.

11 2. To obtain these double commissions, Ticketmaster provides sophisticated,
12 proprietary computer programs to resellers that allow the automated purchase and resale of
13 tickets in massive quantities. Working in tandem, Ticketmaster and participating resellers
14 artificially inflate ticket prices for millions of consumers and leverage Ticketmaster's
15 dominance of the primary ticket market to suppress and prevent competition in the secondary
16 market.

17 3. By engaging in this conduct, Ticketmaster violates California law, including the
18 Cartwright Act (Business and Professions Code § 16720), California Penal Code § 496, and
19 California's Unfair Competition Law (Business and Professions Code § 17200, *et seq.*).

20 4. Plaintiff brings this action, individually and as a class action under California
21 Code of Civil Procedure § 382. The claims asserted herein are brought by Plaintiff in his
22 capacity as class action representative on behalf of all similarly situated persons (the "Class").

23 5. The Class consists of all persons with California addresses who, during the Class
24 Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered
25 by and/or through Ticketmaster.

26 6. The Class Period is designated as the period from 4 years prior to the filing of
27 this action through the trial date.

28 7. Plaintiff and the Class have been injured by Ticketmaster's conduct as alleged

herein and seek damages, injunctive relief, penalties, interest, attorney's fees, and costs, all under California law.

8. All violations of law described herein have been ongoing for at least four years, are continuing at present, and will continue unless and until enjoined by this Court.

9. Ticketmaster knowingly and intentionally engaged in the conduct complained of herein and acted as alleged herein in willful and knowing violation of the law.

II. PARTIES

10. Defendant Ticketmaster LLC is a Limited Liability Company incorporated in Virginia with its headquarters and principal place of business in Beverly Hills, California.

11. Plaintiff Mahmoud Ameri is an individual and a resident of Alameda County, California. On June 16, 2017, while physically located in Fremont, California, Plaintiff used Ticketmaster's ticketing website to purchase Ticketmaster verified tickets to the International Champions Cup soccer match between Real Madrid and Manchester United, to be held the following month in Santa Clara. Plaintiff paid a total of \$292.75 for those tickets, inclusive of fees and taxes.

12. Plaintiff is ignorant of the true names or capacities of defendants named herein as Does 1 through 10, inclusive, and therefore sues these defendants by these fictitious names. When the names and capacities of these defendants are ascertained, Plaintiff will amend this complaint accordingly. Each of the defendants named herein or designated as a Doe is liable or in some manner legally responsible for the events alleged herein.

III. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction of this action under California Code of Civil Procedure § 410.10 and the California Constitution, Article VI, § 10. This Court, and not the United States District Court, has subject matter jurisdiction of this class action because Ticketmaster's corporate headquarters are located in California, and Ticketmaster is therefore a citizen of California, as defined by 28 U.S.C. § 1332(c)(1). Plaintiff's claims fall within 28 U.S.C. §§ 1332(d)(4)(A) and (B), exceptions to the Class Action Fairness Act, because two-thirds or more of the members of the Plaintiff Class are citizens of the State of California,

1 Ticketmaster is a citizen of California, the injuries complained of in this action occurred in
2 California, and no other class action in California asserting the same factual allegations has
3 been filed against Ticketmaster in the preceding three years.

4 14. This Court has specific and general personal jurisdiction over Ticketmaster
5 because Ticketmaster is a citizen of California, has significant contacts with California by
6 virtue of its extensive business operations in California, and has purposefully availed itself of
7 the privileges and immunities of conducting business in California; and because Ticketmaster's
8 affiliations with the State of California are sufficiently continuous and systematic to render
9 Ticketmaster essentially at home in this state in that Ticketmaster has its principal place of
10 business in California.

11 15. Venue is proper in the County of Alameda pursuant to California Code of Civil
12 Procedure §§ 395 and 395.5 because a substantial portion of the acts or omissions giving rise
13 to the liability alleged herein occurred in the County of Alameda.

14 **IV. GENERAL ALLEGATIONS**

15 16. Tickets to live events such as concerts and sporting activities are generally sold
16 in two markets: the primary market, wherein tickets are initially sold to consumers, and the
17 secondary market, wherein tickets originally purchased in the primary market are resold,
18 usually for higher prices.

19 17. Ticketmaster sells tickets primarily through its website, Ticketmaster.com. With
20 a market share of more than 80 percent, Ticketmaster dominates the primary market for tickets.
21 Persons who purchase tickets in the primary market and resell those tickets in the secondary
22 market have traditionally been called "scalpers." Historically, scalpers have frequently
23 operated by rather primitive means. An individual scalper might, for example, purchase a
24 handful of tickets to a concert, then stand outside the concert to sell the tickets to individual
25 concert goers. In recent years, however, the scalping industry has become increasingly
26 sophisticated, with resellers, for example, using software applications called "bots" that
27 purchase tickets in bulk by automated means. These tickets are then resold on the internet.
28 This process drives up the price of tickets, making live events more expensive for consumers.

1 18. Publicly, Ticketmaster vehemently denounces scalpers as harmful to consumers
2 and purports to prohibit bulk purchases and the use of bots. In reality, however, Ticketmaster
3 actively solicits bulk purchases from large resellers, partners with these resellers, enters into
4 agreements and contracts with these resellers, provides computer programs and support for the
5 automated resale of tickets at inflated prices, and reaps tremendous profits from these
6 practices. Ticketmaster allows and encourages professional resellers to use fake identities and
7 automated technologies – some of which are purportedly banned by Ticketmaster’s terms of
8 service – to buy tickets in bulk from Ticketmaster.com for immediate resale on Ticketmaster’s
9 website. This process is facilitated by “TradeDesk,” a computerized system secretly created by
10 Ticketmaster for professional scalpers. TradeDesk enables scalpers to instantaneously resell
11 tickets on Ticketmaster’s website, with Ticketmaster collecting a fee for both sales. The
12 existence of TradeDesk is not disclosed to consumers, nor is Ticketmaster’s coordinated
13 activity with large-scale, professional resellers.

14 19. By its seamless coordination with large resellers and its domination of the
15 primary ticket market, Ticketmaster suppresses and prevents competition from other
16 participants in the secondary ticket market, artificially manipulates supply and demand,
17 leverages its position in the primary market to extend itself into the secondary market, and
18 increases the prices of tickets for consumers on a massive scale. This conduct unreasonably
19 restrains trade in the market for tickets in California by artificially removing tickets from the
20 primary market for sale at higher prices on the secondary market, thus denying consumers
21 access to tickets in the primary market and requiring their purchase at inflated prices in the
22 secondary market. By engaging in this anticompetitive conduct, Ticketmaster has generated
23 billions of dollars of revenue for itself at the expense of consumers. Ticketmaster protects this
24 revenue and its anticompetitive position by selectively enforcing its prohibition on automated
25 technologies and fake accounts against resellers who do not participate in its scheme and who
26 sell tickets on secondary exchanges not controlled by Ticketmaster. Moreover, Ticketmaster
27 uses its monopoly power in the primary ticket market to improperly exclude competition in the
28 secondary market by contracts with ticket suppliers and venues that require purchasers in the

primary to use only Ticketmaster exchanges for resale.

20. Plaintiff has been injured in fact and has lost money and property as a result of Ticketmaster's practices, and brings his claim for public injunctive relief to prevent further harm to the public at large, which continues to face and suffer harm as a result of Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and permanent injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which threaten future deception of, and injury to, the public.

21. Plaintiff's claims are timely, and, additionally, facts indicating that Ticketmaster was engaging in the misconduct alleged herein were actively concealed by Ticketmaster.

V. CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. The Class that the Plaintiff seeks to represent is defined as follows: All persons with California addresses who, during the Class Period, purchased tickets on a Ticketmaster secondary ticket exchange that were first offered by and/or through Ticketmaster.

23. The claims alleged herein may properly be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest among ascertainable class members with regard to the claims asserted in this action.

24. The total number of members of the Class is believed to be in excess of 50,000 persons. Accordingly, joinder of all members of the Class would be impractical.

25. Questions of law and fact common to Plaintiff and the Class predominate over questions of law and fact affecting only individual members of the Class. These common questions of law and fact include, but are not limited to, the following:

- (a) Whether Ticketmaster facilitates and participates in the automated purchase and resale of tickets by resellers to increase the price of tickets;
- (b) Whether Ticketmaster prevents competition in the secondary ticket market by exploiting its monopoly position in the primary ticket market;
- (c) Whether, by engaging in the conduct alleged herein, Ticketmaster makes

and enters into agreements to unite interests to affect the price of tickets sold in the secondary market;

(d) Whether Ticketmaster's actions as described herein constitute receipt of stolen property in violation of California Penal Code section 496;

(e) Whether Ticketmaster's actions as described herein constitute violations of California Business and Professions Code § 17200, *et seq.*;

(f) The proper formula for calculating damages and restitution owed to Plaintiffs;

(g) Whether Ticketmaster will, unless enjoined, continue the practices alleged herein; and

(h) The terms and conditions of the injunction to be issued against Ticketmaster.

26. The identities of the members of the Class are ascertainable from available records maintained by Ticketmaster or by third parties.

27. Plaintiff's claims are typical of the claims of the Class because Plaintiff was subjected to the unlawful practices alleged herein common to the Class. Ticketmaster's common course of conduct has caused Plaintiff and the Class to sustain the same or substantially similar injuries and damages caused by the same practices of Ross, and Plaintiff's claims are therefore representative of the claims of Plaintiff Class.

28. Plaintiff has no conflict of interest with any other members of Class, and Plaintiff will vigorously prosecute this case on behalf of Class.

29. Counsel who represent Plaintiff are competent and experienced in litigating complex actions. Plaintiff and his counsel will fairly and adequately represent and protect the interests of the members of the Class.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION Per Se Violation of the Cartwright Act (California Business & Professions Code § 16720)

30. Plaintiff incorporates by reference all preceding paragraphs as though fully set

1 forth herein.

2 31. As alleged herein, Ticketmaster by and through its officers, directors, employees,
3 agents, or representatives, entered into and engaged in an unlawful contract, combination, and
4 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
5 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
6 violation of the Cartwright Act, California Business and Professions Code § 16720.

7 32. Plaintiff and the members of the Class are proper entities to bring a case
8 concerning this conduct.

9 33. Ticketmaster's activities as alleged herein are per se violations of the Cartwright
10 Act, California Business and Professions Code § 16720.

11 34. Plaintiff and the Class have suffered antitrust injury and have been injured in
12 their business and property as a result of Ticketmaster's unlawful acts as herein alleged.

13 35. Plaintiff seeks damages according to proof, which damages shall be
14 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
15 § 16750(a).

16 36. Further, Plaintiff seeks an injunction against further wrongful acts of
17 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
18 16750(a).

19 37. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
20 Cartwright Act, California Business and Professions Code § 16750(a).

21 38. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
22 Act, California Business and Professions Code § 16750(a).

23 **SECOND CAUSE OF ACTION**
24 **Violation of the Cartwright Act Under the Rule of Reason**
(California Business & Professions Code § 16720)

25 39. Plaintiff incorporates by reference all preceding paragraphs as though fully set
26 forth herein.

27 40. As alleged herein, Ticketmaster by and through its officers, directors, employees,
28 agents, or representatives, entered into and engaged in an unlawful contract, combination, and

1 conspiracy in restraint of trade and commerce and to affect the price of articles in trade, and
2 acted in a combination of capital, skills, and/or acts to increase the price of merchandise, in
3 violation of the Cartwright Act, California Business and Professions Code § 16720.

4 41. Plaintiff and the members of the Class are proper entities to bring a case
5 concerning this conduct.

6 42. Ticketmaster's conduct as alleged herein unreasonably restrains trade and
7 inflates prices in one or more of the relevant markets in violation of the Cartwright Act,
8 California Business and Professions Code § 16720.

9 43. Plaintiff and the Class have suffered antitrust injury as a result of Ticketmaster's
10 unlawful acts as herein alleged.

11 44. Plaintiff seeks damages according to proof, which damages shall be
12 automatically trebled pursuant to the Cartwright Act, California Business and Professions Code
13 § 16750(a).

14 45. Further, Plaintiff seeks an injunction against further wrongful acts of
15 Ticketmaster pursuant to the Cartwright Act, California Business and Professions Code §
16 16750(a).

17 46. Plaintiff is automatically entitled to reasonable attorney's fees pursuant to the
18 Cartwright Act, California Business and Professions Code § 16750(a).

19 47. Plaintiff is automatically entitled to his costs of suit pursuant to the Cartwright
20 Act, California Business and Professions Code § 16750(a).

21 **THIRD CAUSE OF ACTION**
22 **Violation of the California Penal Code § 496**

23 48. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 49. Penal Code § 484 defines the crime of theft, and, as is relevant here, prohibits
26 knowingly and designedly taking the money or property of another by false or fraudulent
27 representations or pretenses.

28 50. A violation of Penal Code § 484 is established by evidence that a person made a

1 false pretense or representation with the intent to defraud the owner of his property, and that
2 the owner was thus deprived of his property.

3 51. Penal Code § 496(a) prohibits the concealing and selling of property known to
4 have been obtained in any manner constituting theft.

5 52. Ticketmaster's Terms of Use and Purchase Policy each prohibit ticket purchasers
6 from purchasing more than a limited number of tickets per event. This limit is known as the
7 "ticket limit."

8 53. Ticketmaster's Terms of Use also prohibit users from impersonating others, and
9 submitting content or information that is fraudulent.

10 54. Scalpers use manual or automatic means to purchase first-hand tickets via
11 Ticketmaster in excess of the ticket limit, including by providing false information that
12 includes the purchaser's name, email address, contact information, IP address, and other
13 information.

14 55. By purchasing first-hand tickets in excess of the ticket limit and using falsified
15 information, scalpers knowingly and designedly take the property of the original ticket seller
16 by false or fraudulent representations or pretenses, in violation of Penal Code § 484.

17 56. Scalpers then sell those same tickets second-hand to consumers using
18 Ticketmaster's fan-to-fan ticket marketplace, at prices normally far in excess of the price paid
19 for the original ticket.

20 57. When scalpers submit tickets for sale on Ticketmaster's fan-to-fan ticket
21 marketplace, Ticketmaster acts as agent of the scalpers, and assumes dominion and control
22 over the tickets while they remain offered for sale.

23 58. Ticketmaster knows or had reason to know that scalpers resell tickets purchased
24 in excess of the ticket limit and by using falsified information.

25 59. Alternatively, Ticketmaster's principal business, or one of its principal
26 businesses, is dealing in event tickets, which are personal property. Similarly, in facilitating
27 the resale of second-hand tickets, Ticketmaster acts as the agent of scalpers, who are persons
28 whose principal business is dealing in personal property. Pursuant to Penal Code § 496-496(b),

1 Ticketmaster is accordingly subject to a duty to make reasonable inquiry into whether property
2 listed for sale in its marketplace is stolen.

3 60. Ticketmaster fails to make a reasonable inquiry into whether property listed for
4 sale in its marketplace is stolen, and is accordingly presumed to have knowledge that the
5 tickets sold by scalpers in its marketplace are stolen.

6 61. Regardless of how Ticketmaster's knowledge is established, by knowingly aiding
7 scalpers in reselling tickets that the scalpers purchased in excess of the ticket limit and using
8 falsified information, Ticketmaster receives stolen property in violation of Penal Code
9 § 496(a).

10 62. Ticketmaster's violations of Penal Code § 496, as alleged above, are a substantial
11 factor in causing injury to Plaintiff and the other members of the Class.

12 63. As a result of Ticketmaster's violations of Penal Code § 496, Plaintiff and the
13 other members of the Class have suffered harm that includes but is not limited to the increased
14 price paid for event tickets, the loss of such additional amounts of money each would have
15 received had he or she not been the victim of those violations, and the lost use-value of the
16 money so deprived.

17 64. For those harms occurring within the Class Period, Plaintiff and the other
18 members of the Class seek compensatory damages at three times the amount of the actual
19 damages, prejudgment interest, reasonable attorneys' fees, and costs of suit, all pursuant to
20 Penal Code §496 (c), and in an amount according to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **RESTITUTION - UNFAIR BUSINESS PRACTICES**
(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)

23 65. Plaintiff incorporates by reference all preceding paragraphs as though fully set
24 forth herein.

25 66. Each violation of law by Ticketmaster as alleged herein constitutes a separate
26 and distinct unfair and unlawful practice in violation of California Business & Professions
27 Code § 17200, *et seq.*

28 67. As a direct and proximate result of Ticketmaster's conduct as alleged herein,

1 Plaintiff and the Class have been injured in fact and have lost money and property, and
2 Ticketmaster has been enriched by the retention of funds for reimbursement that are the
3 property of Plaintiff and the Class.

4 68. Plaintiff and the Class are entitled to restitution of all amounts which
5 Ticketmaster was obligated to provide to Plaintiff and the Class or which Ticketmaster
6 unlawfully and unfairly obtained from Plaintiff and the Class. The total of these amounts can
7 be proved with common evidence.

8 69. Plaintiff is additionally entitled to recovery of interest, costs, and attorney's fees
9 as provided by California law.

10 **FIFTH CAUSE OF ACTION**
11 **Injunction**
(California Business & Professions Code § 17200, et seq.)

12 70. Plaintiff incorporates by reference all preceding paragraphs as though fully set
13 forth herein.

14 71. Each violation of California law by Ticketmaster as alleged herein constitutes a
15 separate and distinct unlawful and unfair practice in violation of California Business &
16 Professions Code § 17200, et seq.

17 72. Plaintiff has been harmed by Ticketmaster's unlawful and unfair practices as
18 alleged herein.

19 73. Ticketmaster continues to engage in the unlawful and unfair practices alleged
20 herein through the present day.

21 74. Unless enjoined by this Court, Ticketmaster will continue to engage in the
22 unlawful and unfair practices alleged herein.

23 75. Plaintiff is entitled to, and therefore requests, an injunction of this Court
24 requiring that Ticketmaster permanently cease and desist from engaging in the unlawful and
25 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
26 to monitor Ticketmaster's compliance with said injunction.

27 76. Plaintiff is entitled to costs and attorney's fees for pursuing the injunction
28 requested herein.

VII. PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf himself and the Class, prays for relief as follows:

1. That the Court certify this action as a class action on behalf of the Class pursuant to California Code of Civil Procedure § 382;
2. That the Court designate Plaintiff as representative of the Class;
3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;
4. That the Court adjudge and decree that Ticketmaster's acts as herein alleged violate the Cartwright Act, California Business & Professions Code §16720, *et seq.*;
5. That Ticketmaster be ordered to pay all amounts owed to the Class arising out of the actions complained of herein, including penalties, interest, and costs;
6. That Ticketmaster, at its own expense, be ordered to provide full and adequate notice as required in class actions to all members of the Class;
7. That this action and the Class be further designated, respectively, as a representative action and a representative class under California Business & Professions Code § 17200, *et seq.*;
8. That Ticketmaster be ordered to make full restitution of all amounts received and/or retained and/or not paid to Plaintiff and the Class by Ticketmaster pursuant to California Business and Professions Code § 17200, *et seq.*;
9. That in addition to any constitutionally sufficient notice that is or might otherwise be required in a class action under California law, that Ticketmaster be ordered to pay for all necessary efforts to actually locate members of the representative class under Business and Professions Code § 17200, *et seq.*;
10. That this Court determine, and provide its declaratory judgment, that the practices complained of herein were done willfully, knowingly, and intentionally;
11. That this Court issue a temporary injunction, on terms the Court may deem appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained of herein pending trial of this action, and requiring Ticketmaster to make appropriate reports to the Court or its appointed agent or expert regarding its compliance with said injunction, and

1 requiring Ticketmaster to pay all costs associated with said monitoring said injunction;

2 12. That this Court issue a permanent injunction, on terms the Court may deem
3 appropriate and necessary, prohibiting Ticketmaster from engaging in the practices complained
4 of herein, requiring Ticketmaster to make appropriate reports to the Court or its appointed
5 agent or expert regarding its compliance with said injunction, and requiring Ticketmaster to
6 pay all costs associated with monitoring said injunction;

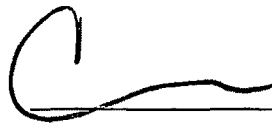
7 13. For attorney's fees as provided by statutory and common law;

8 14. For costs of suit incurred; and

9 15. For such other legal and equitable relief as the Court may deem just and proper.

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11 Dated: September 28, 2018

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AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury on all causes of action and claims with respect to which Plaintiff and the Class have a right to a jury trial.

Dated: September 28, 2018

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Carey A. James
Attorneys for Plaintiffs