

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CLASS REPRESENTATION

NATE HOLLANDER,

Plaintiff,

Case No.:

vs.

Judge:

LIVE NATION WORLDWIDE, INC., a
foreign corporation, and MADONNA
LOUISE CICCONE, individually,

Defendants.

COMES NOW the Plaintiff, NATE HOLLANDER, as Class Representative, and sues Defendants, LIVE NATION WORLDWIDE, INC. a foreign corporation, and MADONNA LOUISE CICCONE, individually, and in support thereof states as follows:

JURISDICTION, PARTIES, AND VENUE

1. This is a class action lawsuit pursuant to Florida Rule of Civil Procedure 1.220(b)(1), (2) and/or (3), seeking damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs, and attorney's fees.
2. Plaintiff, NATE HOLLANDER (hereinafter "HOLLANDER"), is an individual over the age of 18 residing in the State of Florida and is sui juris.
3. At all times relevant hereto, Defendant, LIVE NATION WORLDWIDE, INC. (hereinafter "LIVE NATION") is a foreign corporation, doing business as a concert promotor in Miami-Dade County, Florida.

4. At all times relevant hereto, Defendant, MADONNA LOUISE CICCONE (hereinafter “MADONNA”), is an individual doing business in Miami-Dade County, Florida as a concert performer under the name “Madonna”, and is sui juris.
5. Venue is proper in Miami-Dade County, Florida because the contract at issue was entered into and/or performed in Miami-Dade County, Florida, and the cause of action arose and/or accrued in Miami-Dade County, Florida.
6. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived.

GENERAL ALLEGATIONS

7. On or about August 12, 2019, HOLLANDER purchased, for valuable consideration in the amount of \$1,024.95, three tickets to attend a musical performance by Defendant, MADONNA, during her “Madame X” Concert Tour.
8. The terms and conditions printed on the face of the aforesaid ticket stated that the musical performance by Defendant, MADONNA, was to occur on Tuesday, December 17, 2019, at The Fillmore Miami Beach, in Miami Beach, Florida, commencing at 8:30 p.m.
9. The above tickets were purchased from Defendant, MADONNA, through Defendant, LIVE NATION, which, for the purpose of the Madame X Concert Tour, acted as promoter, manager, and agent for Defendant, MADONNA.
10. The concert tickets purchased, for valuable consideration, by HOLLANDER, and all other ticket holders for the event specifically stated that the concert performance was to begin at 8:30 p.m., and said representation regarding the start of the performance was material to HOLLANDER’S, agreement to purchase the ticket.

11. Defendant, MADONNA, the performer for the above event, has a long history of arriving and starting her concerts late, often more than two hours late. This history occurred throughout her 2016 Rebel Heart Tour where Madonna continuously started her concerts over two hours late.
12. The initial concert for the “Madame X” tour that took place in Brooklyn, New York, on September 19, 2019, started nearly two and one half (2 ½) hours late. At the concert, MADONNA apologized to the audience and admitted that the late start was her fault.
13. MADONNA continued to appear extremely late to concerts for the MADAME X tour dates in Brooklyn, New York, and Chicago, Illinois in September and October, 2019.
14. On October 23, 2019, Defendants MADONNA and LIVE NATION, due to MADONNA’s consistently late starts to her concerts, changed all future start times from 8:30 p.m. to 10:30 p.m. for all future Madame X tour concerts. Said Madame X concerts were to take place in Miami Beach, Florida on December 7, 8, 10, 11, 14, 15, 17, 18, 19, 21, and 22, 2019.
15. At the time Defendants changed the start time for the concerts, Defendants did not offer refunds to ticketholders, including but not limited to HOLLANDER, who could not or did not want to attend a concert starting at 10:30 p.m.
16. After the time change, ticketholders under the age of 18 were no longer able to legally attend the concert without an adult, essentially making their tickets worthless. Moreover, ticketholders had to work and go to school the next day, which prevented them from attending a concert that would end at around 1:00 a.m.
17. HOLLANDER attempted, without success, to obtain a refund for the three tickets purchased for the Madonna concert.

18. Defendants sold the tickets for their concerts through Ticketmaster. Ticketmaster offers its customers the opportunity to resell their tickets through the Ticketmaster website.
19. Due to the change in the start times from 8:30 p.m. to 10:30 p.m., all tickets purchased by HOLLANDER and all CLASS MEMBERS suffered an extreme loss in value, making it impossible for HOLLANDER and all CLASS MEMBERS to recover the amount paid for said tickets by reselling them.
20. Plaintiff, HOLLANDER, and all other ticket holders of Madame X Tour concerts taking place in Miami Beach, Florida, have been damaged as a direct and proximate result of the change in start time of the concerts from 8:30 p.m. to 10:30 p.m., as printed on the tickets and promised to the ticketholders by Defendants, LIVE NATION and MADONNA.

CLASS ACTION ALLEGATIONS

21. Pursuant to Florida Rules of Civil Procedure 1.220(b)(1), (2), and/or (3), HOLLANDER, together with such other individuals that may join this action as CLASS REPRESENTATIVES, brings this action on its own behalf and on behalf of all those similarly situated ticket holders throughout the United States of America who purchased a ticket to the concerts that are part of the Madonna Madame X Concert Tour (the "Class").
22. The number of CLASS MEMBERS are so numerous that separate joinder of each member is impractical.
23. This action poses questions of law and fact that are common to and affect the rights of all members of the Class.
24. Based on the facts and circumstances set forth herein, HOLLANDER's claims are typical of the claims of the members of the Class.

25. Other individual Plaintiffs may elect to join this action upon such grounds as the Court may set forth and these individuals will likewise have issues that are common to those of all other CLASS MEMBERS.
26. Common questions of fact and law exist as to all members of the Class and such questions predominate over any questions solely affecting any individual member of the Class.
27. Based on the facts and circumstances set forth herein, HOLLANDER will fairly and adequately protect and represent the interests of each member of the Class.
28. HOLLANDER has retained the undersigned attorneys who are experienced in handling class actions. As a result, the undersigned is qualified and experienced in class action litigation and will adequately protect the interest of the Class.
29. HOLLANDER brings this class action under Florida Rules of Civil Procedure because the prosecution of separate claims or defenses by or against individual CLASS MEMBERS would create a risk of either (a) inconsistent or varying adjudications concerning individual CLASS MEMBERS which would establish incompatible standards of conduct for the party opposing the Class; or (b) adjudications concerning individual CLASS MEMBERS which would, as a practical matter, be dispositive of the interests of other CLASS MEMBERS who are not parties to the adjudications, or substantially impair or impede the ability of other CLASS MEMBERS who are not parties to the adjudications to protect their interests.
30. HOLLANDER also brings this class action under Florida Rule of Civil Procedure 1.220(b)(2) as a result of the Defendant's actions or omissions set forth herein, which actions are generally applicable to all CLASS MEMBERS thereby making determination of damages appropriate to the Class as a whole.

31. HOLLANDER also brings this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist to all CLASS MEMBERS and such questions predominate over any questions solely affecting any individual CLASS MEMBER.
32. Class treatment of this action is superior to other available methods for fair and efficient adjudication of this controversy.

COUNT I – BREACH OF CONTRACT

33. Plaintiff re-alleges paragraphs 1 through 32 of this Complaint as though fully set forth herein.
34. Plaintiff, HOLLANDER, and all other CLASS MEMBERS entered into a valid and enforceable written contract (the “Contract”) with Defendants, LIVE NATION and MADONNA, for a concert that was promised to begin at 8:30 p.m. on December 17, 2019, which promises were contained in printed representations on tickets sold for valuable consideration.
35. HOLLANDER and all other CLASS MEMBERS fully performed under the Contract (**Exhibit A**) by paying valuable consideration to Defendants, LIVE NATION and MADONNA.
36. In breach of said Contract, Defendants, LIVE NATION and MADONNA, failed to provide HOLLANDER and all other CLASS MEMBERS with a concert that began at 8:30 p.m., but rather was rescheduled to begin at 10:30 p.m.
37. As a direct and proximate result of said breach, HOLLANDER and all other CLASS MEMBERS have suffered actual and consequential damages including, but not limited to, loss of consideration paid and the devaluation of the ticket if they wished to resell the ticket.

WHEREFORE, Plaintiff, NATE HOLLANDER, individually, and on behalf of all CLASS MEMBERS, demands judgment against Defendants, LIVE NATION WORLDWIDE, INC. and MADONNA LOUISE CICCONE, for actual and consequential damages, as well as attorney's fees and costs pursuant to the Contract or other Florida law or Federal law, pre and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT II – PROMISSORY ESTOPPEL

38. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
39. Defendants MADONNA and LIVE NATION, represented to HOLLANDER and all CLASS MEMBERS that the tickets they were buying were for a concert beginning at 8:30 p.m., that was contrary to a later-asserted position that the Madonna Madame X concert would begin at 10:30 p.m.
40. HOLLANDER and all CLASS MEMBERS reasonably relied on said representation that the concert would begin at 8:30 p.m. when they bought their tickets to the Madonna Madame X concert and paid valuable consideration for same.
41. Defendants MADONNA and LIVE NATION changed their position by changing the start time of the Madonna Madame X concert from 8:30 p.m. to 10:30 p.m. to the detriment of HOLLANDER and all similarly situated CLASS MEMBERS, including but not limited to, the inability or inconvenience to attend a concert starting at 10:30 p.m. and ending after 1:00 a.m., the devaluation of the tickets if they wished to resell the tickets, and the inability to obtain a refund for the tickets.

WHEREFORE, Plaintiff, NATE HOLLANDER, individually, and on behalf of all CLASS MEMBERS, demands judgment against Defendants, LIVE NATION WORLDWIDE, INC. and

MADONNA LOUISE CICCONE, for actual and consequential damages, as well as attorney's fees and costs pursuant to the Contract or other Florida law or Federal law, pre and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT III – NEGLIGENT MISREPRESENTATION

42. Plaintiff re-alleges paragraphs 1 through 41 of this Complaint as though fully set forth herein.
43. At all times material hereto, Defendants represented to CLASS REPRESENTATIVE and all other CLASS MEMBERS that they were buying a ticket to a concert that would start at 8:30 p.m.
44. Said representation was made for the purpose of inducing Plaintiffs to purchase concert tickets to MADONNA's Madame X Concert Tour.
45. As a result of said representation, HOLLANDER and all CLASS MEMBERS were induced into purchasing said concert tickets.
46. Defendants had a duty of reasonable care to provide Plaintiffs with a concert that began at 8:30 p.m.
47. Based on the history of MADONNA arriving late to prior concerts, Defendants knew or should have known that said concerts would not start at 8:30 p.m. but rather at 10:30 p.m. or later at the time they scheduled and sold the tickets to Plaintiff HOLLANDER and all other CLASS MEMBERS.
48. As a result of said misrepresentation, HOLLANDER and all CLASS MEMBERS suffered actual and consequential damages, including but not limited to, loss of consideration paid for the tickets caused by the inability or inconvenience to attend a concert starting at 10:30

p.m. and ending after 1:00 a.m., the devaluation of the tickets if they wished to resell the tickets, and the inability to obtain a refund for the tickets.

WHEREFORE, Plaintiff, NATE HOLLANDER, individually, and on behalf of all CLASS MEMBERS, demands judgment against Defendants, LIVE NATION WORLDWIDE, INC. and MADONNA LOUISE CICCONE, for actual and consequential damages, as well as attorney's fees and costs pursuant to the Contract or other Florida law or Federal law, pre and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT IV – DECEPTIVE AND UNFAIR TRADE PRACTICES

49. Plaintiff re-alleges paragraphs 1 through 48 of this Complaint as though fully set forth herein.
50. This is an action for damages under Florida Statutes Sec. 501.201, et.al., otherwise known as the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").
51. FDUTPA renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.
52. At all times material hereto, Defendants LIVE NATION and MADONNA, solicited, advertised, offered, and provided goods and services by way of selling, promoting, and performing live music concerts, and thereby was engaged in a trade or commerce as defined by FDUTPA.
53. Defendants engaged in unconscionable, unfair, and/or deceptive trade practices by offering to the public concerts that were promised to begin at 8:30 p.m. but later changed the starting time to 10:30 p.m., and failed to provide Plaintiff HOLLANDER and all CLASS MEMBERS with the option of receiving a refund.

54. By changing the start time from 8:30 p.m. to 10:30 p.m., Defendants caused the tickets to become devalued, prevented Plaintiff to sell the tickets and recover the value of the tickets at the time the concert time was changed, and prevented Plaintiff from receiving a refund for the amount paid.
55. Said actions were committed for various concerts in Florida and throughout the United States sufficiently to be considered a regular business practice.
56. FDUTPA is intended to protect the consuming public and legitimate business enterprises from those who engage in unfair and deceptive acts or practices in the conduct of any trade or commerce.
57. At all times relevant hereto, Plaintiff HOLLANDER, as well as all CLASS MEMBER ticketholders, were legitimate consumers as defined by Florida Statutes Sec. 501.203 and are entitled to seek the underlying relief.
58. The acts committed by Defendants LIVE NATION and MADONNA are unlawful acts or practices as defined by Florida Statutes Sec. 501.204.
59. As a direct and proximate result of Defendants' actions, HOLLANDER and all CLASS MEMBERS suffered actual and consequential damages, including but not limited to, loss of consideration paid for the tickets caused by the inability or inconvenience to attend a concert starting at 10:30 p.m. and ending after 1:00 a.m., the devaluation of the tickets if they wished to resell the tickets, and the inability to obtain a refund for the tickets.
60. Plaintiff has been required to retain the undersigned to represent him, and all CLASS MEMBERS, in this matter and is obligated to pay reasonable attorney's fees for the legal services being provided on their behalf.

WHEREFORE, Plaintiff CLASS REPRESENTATIVE individually, and on behalf of all CLASS MEMBERS, demands judgment against Defendants LIVE NATION WORLDWIDE, INC. and MADONNA LOUISE CICCONE, for actual damages, as well as attorney's fees and costs pursuant to Florida Statutes Sec. 501.2105, (FDUTPA) or other Florida law or Federal law, pre and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

Dated: November 4, 2019

Respectfully submitted,

/s/ Marcus W. Corwin

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