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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BRIAN HONG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STUBHUB, INC.,

Defendant.

Case No. 2:24-cv-3318

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Brian Hong (“Plaintiff”) brings this action on behalf of himself, and
2 all others similarly situated against StubHub, Inc. (“StubHub” or “Defendant”).
3 Plaintiff makes the following allegations pursuant to the investigation of his counsel
4 and based upon information and belief, except as to the allegations specifically
5 pertaining to himself, which is based on personal knowledge.

6 NATURE OF THE ACTION

7 1. StubHub owns and operates StubHub.com, a marketplace where sports
8 fans, concert enthusiasts, and theatregoers can buy and sell tickets. To monetize its
9 platform, Defendant collects a fee when each ticket is sold.

10 2. StubHub provides users the opportunity to use the “Filters” feature
11 while perusing tickets for an event, to narrow the scope of the tickets listed. For
12 example, a user can apply an “Estimated Fees Filter” to filter for a specific price
13 range, the distance the seat is from the stage, or to view the tickets’ “prices with
14 estimated fees.”

15 3. That is an intentionally misleading statement. As explained by
16 Merriam-Webster dictionary, the word estimate “implies a judgment, considered or
17 casual, that precedes or takes the place of actual measuring or counting.” Online
18 Dictionary (2024), <https://www.merriam-webster.com/dictionary/estimate> (last
19 accessed April 18, 2024). However, on StubHub.com, there is no judgment to be
20 had. StubHub knows exactly how much it will tack on in fees. And when users turn
21 on the Estimated Fees Filter, Defendant consistently and systematically understates
22 the estimated fees it charges users according to a strict computer algorithm.

23 4. After running over a hundred ticket selection experiments on
24 StubHub.com, Plaintiff and his counsel discovered StubHub invariably understates
25 the total cost (with estimated fees) of every single ticket quoted at or above \$20 by
26 an exact amount of \$3 per ticket. Every single time. Like clockwork. And for
27 tickets quoted below \$20, StubHub invariably understates their total cost (with
28

1 estimated fees) by exactly between \$2 and \$3 per ticket. Also every single time.
2 Also like clockwork.

3 5. In other words, StubHub is not estimating anything. It is
4 misrepresenting the price it claims it can cause tickets to be delivered to customers
5 by a consistent amount. Worse yet, this bait and switch is made even more deceptive
6 by the fact that the price increases only at the final checkout screen, *after* the
7 customer is put on a prominently displayed 10-minute shot clock to review over a
8 half dozen cluttered screens that inundate them with **colorfully distracting**
9 **information**, *see generally*, figures below, and numerous exhortations like “Great
10 news! You’ll be seated together” (just in case customers didn’t already know that
11 when they selected their seat locations). Worse yet, even when customers reach the
12 final checkout screen, the price increase is not obvious and requires quick-witted
13 memory and mental math. In every screen before the final one, tickets costs are
14 displayed as “each” whereas on the final screen, they are aggregated together. But
15 customers can’t take too long on this screen to determine by how much they are
16 being cheated, because when the clock runs out, they are kicked out and must begin
17 the whole process all over again. “Your time is up!” *See below*, p. 14. Too bad.
18 “**This event is selling fast** for Beyoncé.” *See below*, p. 8.

19 6. For these reasons, Plaintiff, who purchased tickets from Defendant’s
20 website using the Estimated Fees Filter, asserts claims on behalf of himself and
21 similarly situated purchasers for: (1) violation of California’s Ticket Sale Law, Cal.
22 Bus. & Prof. Code § 22502.2; (2) violation of California’s Unfair Competition Law,
23 Cal. Bus & Prof. Code § 17200, *et seq.*; (3) violation of the Consumers Legal
24 Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of California’s False
25 Advertising Law, Cal. Bus. & Prof. Code § 1750, *et seq.*; (5) Fraud; and (6) Unjust
26 Enrichment.

PARTIES

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2 7. Plaintiff Brian Hong is a resident of Sierra Madre, California, who has
3 an intent to remain there, and is therefore a citizen of California. In May 2023,
4 Plaintiff Hong purchased a ticket to the When We Were Young Festival from
5 StubHub.com, using Guest Checkout. Prior to his purchase, Plaintiff Hong turned on
6 the Estimated Fees Filter to determine his ticket purchase. Mr. Hong reasonably
7 relied on Defendant’s representations and warranties—as described in detail below—
8 that the initial price presented was the actual price he would eventually pay for the
9 ticket. Mr. Hong saw those representations prior to the time of purchase, and those
10 representations and warranties were part of the basis of the bargain in that he would
11 not have purchased the ticket, or would not have purchased it on the same terms, if
12 the true facts had been known.

13 8. Defendant StubHub, Inc. is incorporated under the laws of the state of
14 Delaware, with its principal place of business in Draper, Utah.

JURISDICTION AND VENUE

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16 9. This Court has subject matter jurisdiction over this action pursuant to 28
17 U.S.C. § 1332(d) because there are more than 100 class members, and the aggregate
18 amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs,
19 and at least one class member is a citizen of a state different from Defendant.

20 10. This Court has personal jurisdiction over Defendant because Defendant
21 conducts substantial business within California, such that Defendant has significant,
22 continuous, and pervasive contacts with the State of California.

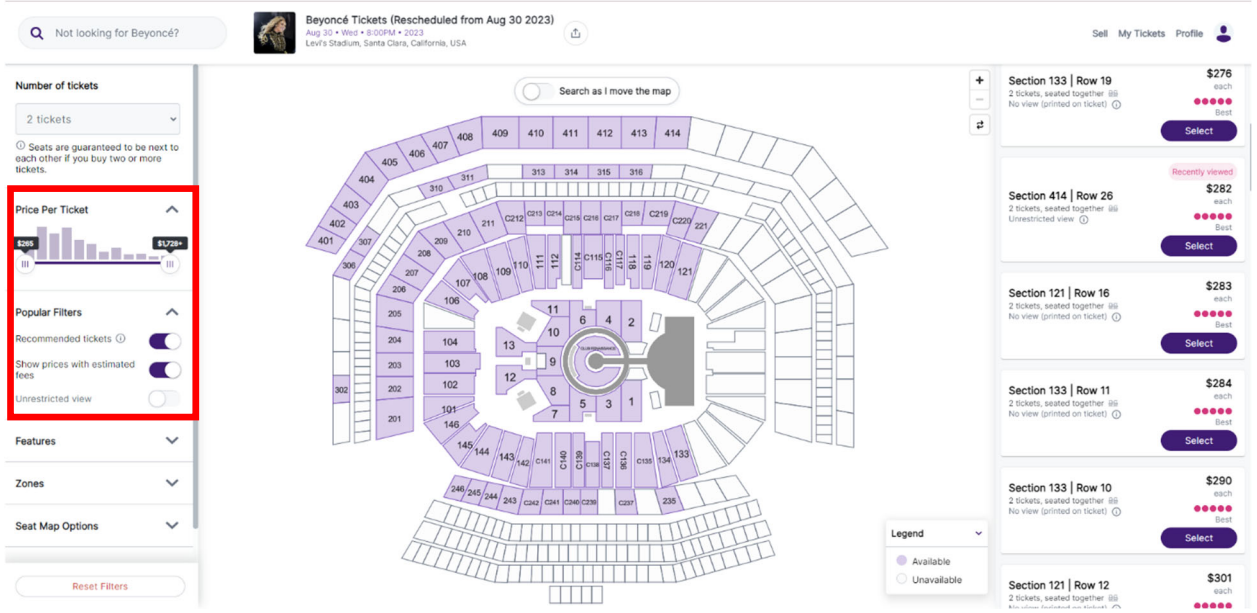
23 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
24 Defendant transacts significant business within this District and because Plaintiff
25 purchased the ticket in this District.

FACTUAL ALLEGATIONS

Defendant’s Checkout Process:

12. Defendant StubHub owns and operates StubHub.com, which is “the leading marketplace for fans to buy and sell tickets.”¹ While “[i]t’s free to list tickets on StubHub,” Defendant monetizes its product by “collect[ing] a [] fee” when the ticket is sold.² Defendant enables individuals and organizations—such as “leagues, teams, venues, events or other major third-party companies”—to sell tickets on its website.³

13. When perusing tickets for an event, Defendant gives consumers the opportunity to see “prices with estimated fees” (the “Estimated Fees Filter”) by toggling the filter on:

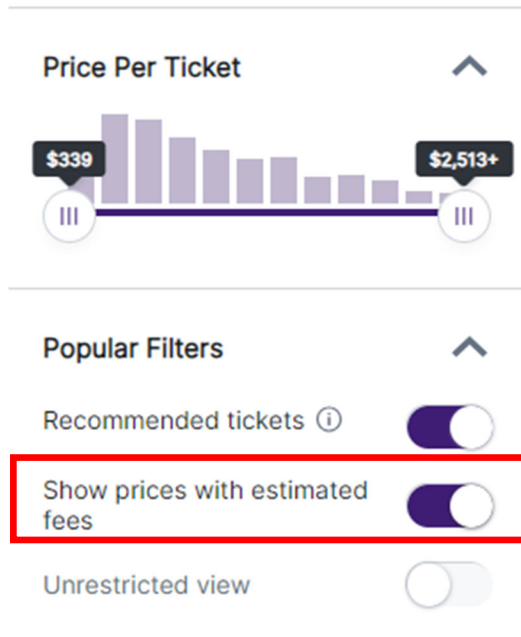


¹ *About Us*, STUBHUB, <https://www.stubhub.com/about> (last visited April 18, 2024).

² *StubHub’s fees to sell tickets*, STUBHUB, <https://support.stubhub.com/articles/61000276841-stubhubs-fees-to-sell-tickets> (last visited April 18, 2024).

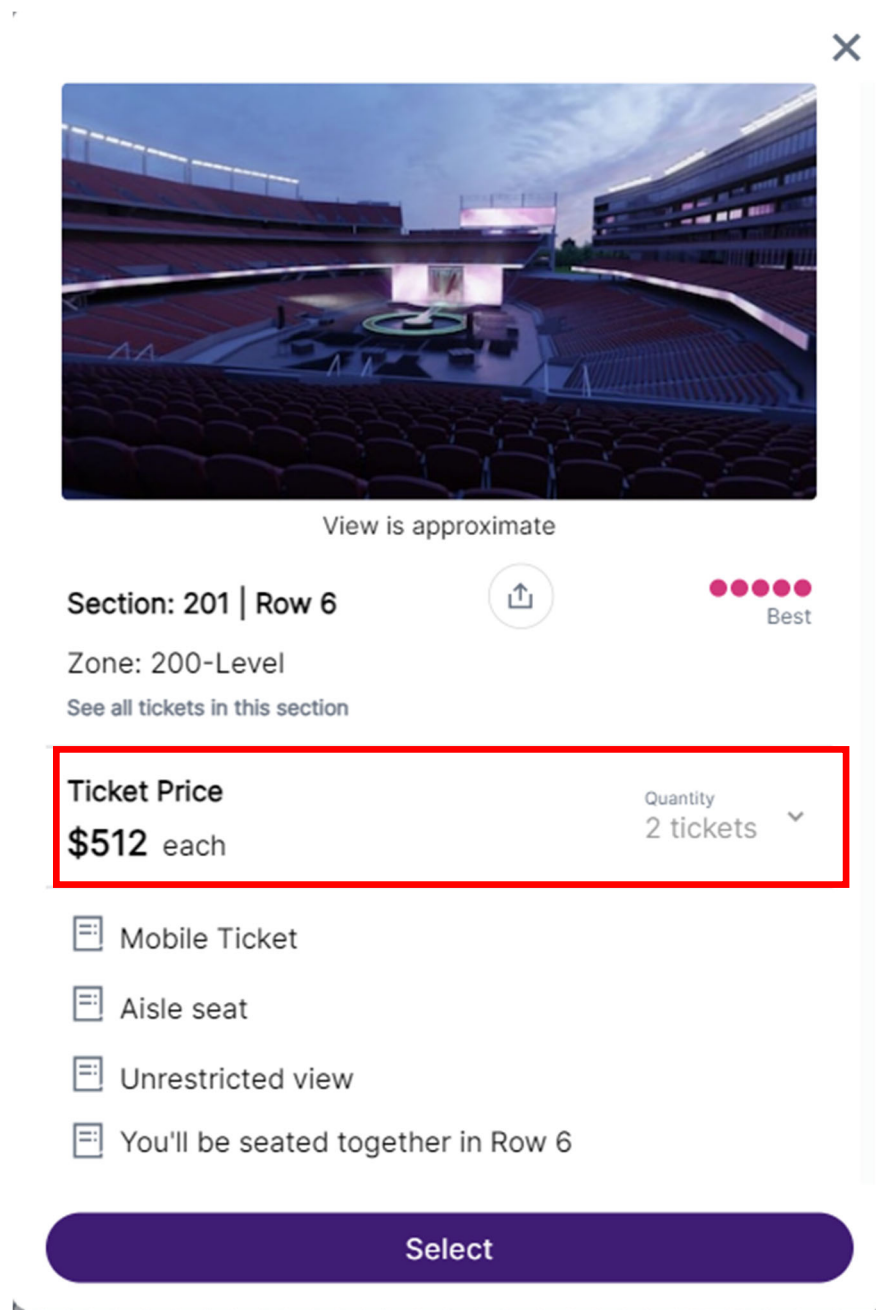
³ eBay Inc., Annual Report (Form 10-K) (Jan. 31, 2020).

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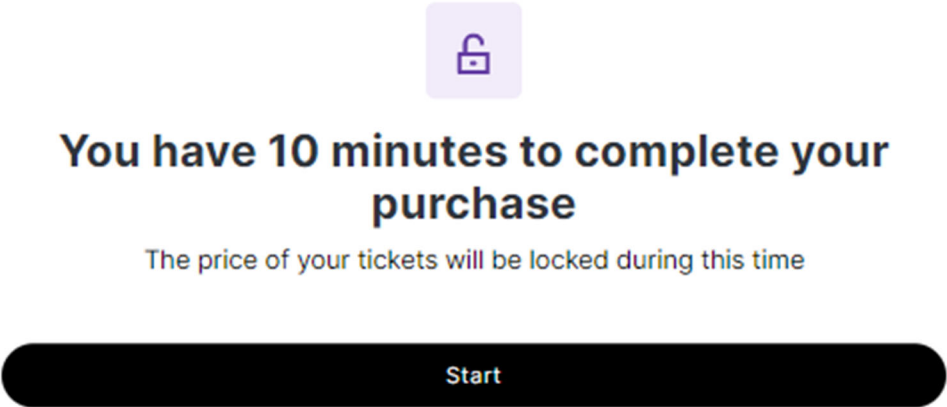
14. When a consumer turns the Estimated Fees Filter on, the ticket prices immediately increase. Thus, when a consumer selects tickets with this filter, the price Defendant lists is purportedly the amount the consumer will pay (e.g., \$512 per ticket to Beyoncé):

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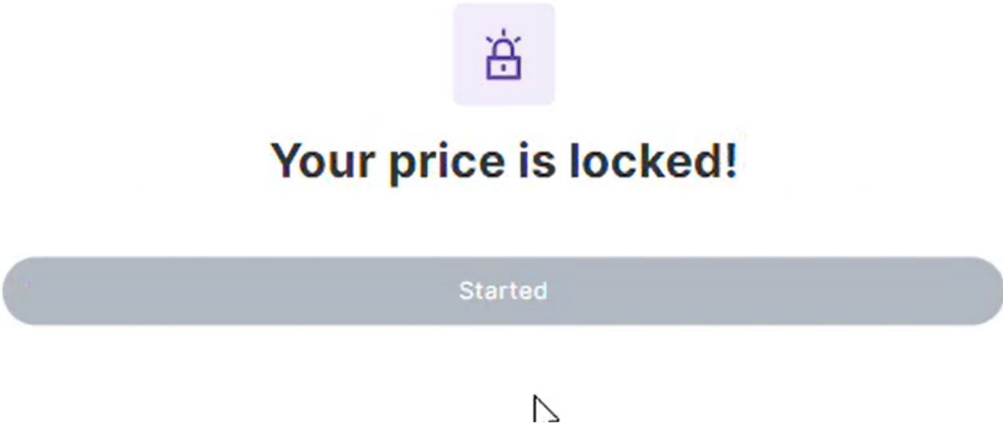


15. Once a consumer selects tickets, she is taken to a page that confirms the event, date, location, time, and seats. Defendant immediately creates a false sense of urgency and scarcity with a large pop-up that appears at the very front and center of the screen telling the consumer she has 10 minutes to complete her purchase.

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16. After the consumer clicks “Start,” she is told her price is locked and the clock starts ticking.



17. On the first screen, a list of recent orders for the event, the number of people who viewed the event in the past hour, and a notice of the ebb and flow of ticket prices is displayed in various shapes and colors and are more diverse than what one would find within the Amazon rainforest. These are the same kind of tactics street hustlers use outside stadiums to scalp tickets. The implication is that consumers better hurry up and press “Continue:”

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StubHub Your Tickets

YOUR EVENT Share

Beyoncé
Beyoncé - Renaissance World Tour

AUG 30 2023 | **WED 8:00 PM**
Levi's Stadium
Santa Clara, California, USA

Admit: **2** | Section: **201** | Row: **6**

09:56 left to complete purchase
Your price is only guaranteed for this time!

RECENT ORDERS
These are the recent orders that were placed before you for this event.

- Sold 33 minutes ago: 1 Ticket in section C113 at \$620 each
- Sold 30 minutes ago: 1 Ticket in section Field 13 at \$650 each

SCORE 9.6 You chose **fantastic** tickets for seeing Beyoncé!

Prices for this event have increased in the past week. Secure your tickets now.

Prices for this event are currently at the lowest on average across the past 7 days on our site.

Special Notes
2216 people viewed this event in the past hour
This event is selling fast for Beyoncé
One of the best-selling sections for this event

Driving to the event? Parking passes are available once you complete this purchase.

Please confirm how many tickets you would like to purchase
Number of Tickets:

Continue

FanProtect
We back every order so you can buy & sell tickets with 100% confidence.

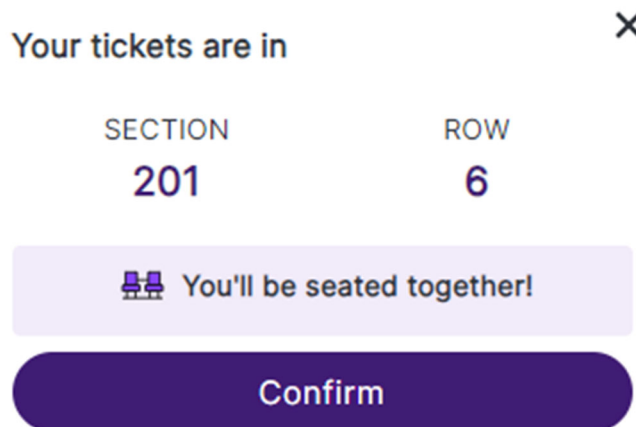
18. Of course, the consumer must not waste time *actually reading* everything presented to her on this bright and colorful page. If the website notices consumers are taking too long, another pop-up will appear reminding the consumer she is on the shot clock.

07:40 left to complete purchase

Prices may rise or tickets may not be available after this time. Complete your purchase now to secure your tickets.

Continue

1 19. Returning to the main ticket screen, the consumer is then prompted to
2 “confirm” the seat selection:



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12 20. Next, the consumer must log into a StubHub account *or* proceed as a
13 guest. From there, the consumer must enter their details, provide the ticket holder’s
14 details, select a delivery method, and enter billing information. And she better hurry
15 up because the clock keeps ticking. These pages, like above, continue to place a
16 sense of urgency and scarcity on the consumer. *See* figures below.
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20%

YOUR EVENT

AUG 30 2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

09:43 left to complete purchase ⓘ
Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 7 days on our site ⓘ

Special Notes

2178 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ
One of the best-selling sections for this event ⓘ

ENTER EMAIL

Email

Continue

Continue As Guest

Or sign in with

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

- Aisle seat
- Unrestricted view
- You'll be seated together in Row 6
- Can relist if plans change

StubHub **Your Details**

20%

YOUR EVENT

AUG 30 2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

09:16 left to complete purchase ⓘ
Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 7 days on our site ⓘ

Special Notes

2178 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ
One of the best-selling sections for this event ⓘ

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

- Aisle seat
- Unrestricted view
- You'll be seated together in Row 6
- Can relist if plans change

CONTACT INFORMATION

Email

Country Code +1

Phone Number

We'll use this information to send you updates on your order

Continue

FanProtect™
We back every order so you can buy & sell tickets with 100% confidence.

Resell Anytime
Not sure if you can make it to this event? No worries! You can resell your tickets on StubHub at any time.

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StubHub

Ticket Holder Details

40%

YOUR EVENT

AUG 30
2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

08:35 left to complete purchase ⓘ

Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 2 days on our site ⓘ

Special Notes

2225 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ

TICKET HOLDER DETAILS

Your tickets will be delivered via Mobile Ticket Transfer, a convenient and secure digital ticketing system. Please enter the full name and the email address where your tickets will be transferred to.

First Name [input] ✓ Last Name [input] X ✓

Email [input]

Continue

FanProtect™
We back every order so you can buy & sell tickets with 100% confidence.

Resell Anytime
Not sure if you can make it to this event? No worries! You can resell your tickets on StubHub at any time.

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

- Aisle seat
- Unrestricted view
- You'll be seated together in Row 6
- Can relist if plans change

StubHub

Delivery

60%

YOUR EVENT

AUG 30
2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

08:19 left to complete purchase ⓘ

Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 2 days on our site ⓘ

Special Notes

2225 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ

DELIVERY

Mobile Ticket ⓘ

Great news! These tickets are available as mobile tickets. You will be able to enter the event using only your phone!

Continue

FanProtect™
We back every order so you can buy & sell tickets with 100% confidence.

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

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StubHub **Select Payment**



YOUR EVENT

AUG 30 2023
8:00 PM
WED
Beyoncé
Levi's Stadium
Santa Clara, California, USA

08 = 03 left to complete purchase ⓘ
Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 7 days on our site ⓘ
Special Notes
2233 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ

SELECT PAYMENT

- Debit/Credit Card
- PayPal
- Klarna Klarna
4 interest-free payments of \$257.36 with Klarna. [Learn More](#)

YOUR SEATS

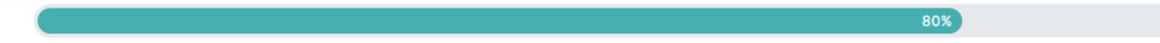
Number of Tickets: 2
SECTION ROW
201 6

Perks
Aisle seat

GIFT CARD Manage

Continue

StubHub **Billing Address**



YOUR EVENT

AUG 30 2023
8:00 PM
WED
Beyoncé
Levi's Stadium
Santa Clara, California, USA

07 = 39 left to complete purchase ⓘ
Your price is only guaranteed for this time!

Prices for this zone **200-Level** are currently at the lowest on average across the past 7 days on our site ⓘ
Special Notes
2233 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ

BILLING ADDRESS

Country: USA
Full Name: [Redacted] ✓
Address: [Redacted] ✓
City: [Redacted] ✓ State: [Redacted] ✓
Zip Code: [Redacted] X ✓
Country Code: +1 Phone Number: [Redacted]

YOUR SEATS

Number of Tickets: 2
SECTION ROW
201 6

Perks
Aisle seat
Unrestricted view

Continue

1 21. On the last page of the checkout process, Defendant requests payment
2 details and provides the final price. Notably on this page, Defendant charges
3 consumers more than what Defendant initially advertised. By way of example,
4 Defendant represented two tickets to Beyoncé for \$512 each—which purportedly
5 included all fees. Once a hopeful concertgoer clicked through *nine* pages and pop-
6 ups, Defendant discreetly increased the price to \$1,030 (which is \$515 per ticket):

8 StubHub **Payment Details**

9

10 **YOUR EVENT**

11 **AUG 30** **Beyoncé**
12 **2023** Levi's Stadium
8:00 PM Santa Clara, California, USA
WED

13 **07:21** left to complete purchase ⓘ
Your price is only guaranteed for this time!

14 Prices for this zone **200-Level** are currently at the lowest on average across the past 7 days on our site ⓘ

15 **Special Notes**
2233 people viewed this event in the past hour
This event is selling fast for Beyoncé ⓘ

16 **YOUR ORDER SUMMARY**

Ticket Price	2 × US\$ 400
Fulfillment and Service Fee	2 × US\$ 114
Total Price	US\$ 1,030

Fees help us bring you a safe, global marketplace where you can get tickets to your favorite events.

17 **YOUR SEATS**

Number of Tickets: 2

SECTION	ROW
201	6

18 **Perks**

- Aisle seat
- Unrestricted view
- You'll be seated together in Row 6
- Can relist if plans change

19 **TICKET HOLDER DETAILS** [Change Details](#)

FIRST NAME

20 **PAYMENT DETAILS**

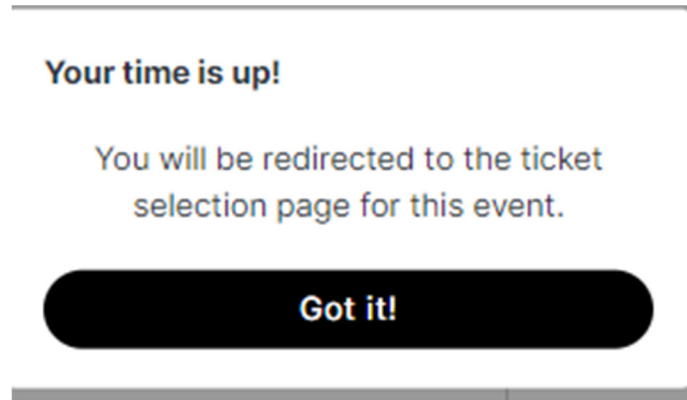
Card Number

Card Holder

MM / YY CVV

Continue

1 22. The consumer must not let the clock strike zero. If she does, the
2 following pop-up appears, kicking her out.



10 **Dark Patterns and Junk Fees:**

11 23. “Dark patterns” are online practices that trick or manipulate consumers
12 into making choices they would not otherwise have made. In September 2022, the
13 FTC released a report on the rise of dark patterns, which details common practices
14 amongst companies that trick consumers into buying products and giving away
15 personal information.⁴ The FTC calls attention to specific practices, such as:

16 a) **Scarcity:**

- 17 i. Creating pressure to buy immediately by creating a false sense of high
18 demand. *See supra* (“**2233 people viewed this event in the past hour**”
19 and “**This event is selling fast** for Beyoncé”).

20 b) **Urgency:**

- 21 i. Creating pressure to buy immediately by showing a fake countdown
22 clock that resets. *See supra* (“**07:40** left to complete purchase ”).
23 ii. Creating pressure to buy immediately by making false discount claims.
24 *See supra* (falsely discounting the combined ticket and fees price from
25 \$515 to \$512).

26
27 ⁴ *Bringing Dark Patterns to Light*, FEDERAL TRADE COMMISSION (Sept. 2022),
28 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf.

1 c) **Obstruction:**

- 2 i. Keeping shoppers from easily comparing prices by listing the price
3 without disclosing the overall cost. *See supra* (requiring consumers to
4 go through nine pages and pop-ups just to get the real total price).

5 d) **Information Hiding:**

- 6 i. Adding hidden fees or other charges that people do not know about. *See*
7 *supra* (\$3 extra dollars per ticket).
8 ii. Advertising only part of a product's total price initially and then
9 imposing additional mandatory charges later in the buying process (*i.e.*,
10 "drip pricing"). *See id.*

11 e) **Interface Interference:**

- 12 i. Using style and design to focus consumers' attention on one thing in
13 order to distract, and misdirect, their attention from another. *See supra*,
14 *e.g.*, (placing the countdown timer at the top in larger font than other
15 items on the screen and highlighting the product's scarcity in pink,
16 contrasting text).
17 ii. Using contrasting visual prominence to steer consumers into making a
18 certain selection. *See supra, e.g.*, (contrasting the false Estimated Fees
19 Filter with purple).
20 iii. Using bait and switch tactics, where a choice or interaction leads to an
21 unexpected, undesirable outcome. *See supra* (switching the price with
22 fees from \$512 to \$515).

23 f) **Coerced Action:**

- 24 i. Making users create an account or share their information to complete a
25 task via forced registration. *See supra* (needlessly requiring consumers
26 need to give Defendant their information to buy a ticket).

1 g) **Asymmetric Choice:**

- 2 i. Preselecting a default that is good for the company, but not the user.
3 *See supra*, (preselecting the false Estimated Fees Filter that understates
4 the price).

5 24. The FTC is not the only governing body that is concerned by
6 organizations nickel and diming consumers through manipulative practices. The
7 U.S. Senate Committee on Commerce, Science, and Transportation recognizes the
8 need for more action to protect consumers from “junk fees”—which are fees added
9 on to the price of a product or service after a price is advertised to a consumer or
10 later in the transaction process.⁵ In July 2023, the Senate Committee passed the
11 bipartisan TICKET Act, sending the legislation to the full Senate.⁶ If enacted, the
12 TICKET Act will require event ticket sellers to display the total ticket price upfront,
13 including all fees, in any advertisement or marketing that lists a ticket price.

14 25. The Biden Administration has similarly announced efforts to crack
15 down on junk fees and bring down costs for American consumers by working with
16 federal agencies, Congress, and private companies.⁷ In explaining those efforts, the
17 White House noted that junk fees cost American families tens of billions of dollars
18 each year.⁸ Indeed, the Government Accountability Office found that ticketing
19
20

21 ⁵ U.S. Senate Committee on Commerce, Science, & Transportation, *Cantwell’s*
22 *TICKET Act to Stop Hidden Fees for Concerts, Sporting Events Heads to Full Senate*
23 (July 27, 2023), <https://www.commerce.senate.gov/2023/7/cantwell-s-ticket-act-to-stop-hidden-fees-for-concerts-sporting-events-heads-to-full-senate>.

24 ⁶ *Id.*

25 ⁷ *Biden-Harris Administration Announces Broad New Actions to Protect Consumers*
26 *From Billions in Junk Fees*, THE WHITE HOUSE (Oct. 11, 2023),
27 <https://www.whitehouse.gov/briefing-room/statements-releases/2023/10/11/biden-harris-administration-announces-broad-new-actions-to-protect-consumers-from-billions-in-junk-fees/>.

28 ⁸ *Id.*

1 companies charge consumers fees averaging 27 to 31 percent of the ticket's face
2 value.⁹

3 26. Similar efforts are happening on the state level as well. New York
4 enacted a fee transparency law that prohibits these practices in 2022. S.B. 9461.
5 The New York law requires ticket sellers to include all fees up front, so the amount
6 charged at the end of the transaction must be the same as the initial price.
7 California's Governor Gavin Newsom signed Senate Bill 478 into law in October
8 2023, which will go into effect July 2, 2024. The California law will ban advertising
9 a price that is less than the actual price that a consumer will have to pay for a ticket.
10 Tennessee's Governor Bill Lee signed Senate Bill 1043 into law in May 2023, which
11 went into effect July 2023 and requires the seller to disclose all costs and fees to the
12 consumer *prior* to selecting the ticket.

13 27. Moreover, Defendant *knowingly* engages in these dark patterns to lure
14 consumers into purchasing tickets that ultimately include junk fees via the Estimated
15 Fees Filter. By way of example, Defendant does not engage in any of the above dark
16 patterns in New York—where it is required to disclose all fees up front. When a
17 consumer uses the Estimated Fees Filter for *a New York-based event*, Defendant's
18 initial representations are flawless, and the consumer *pays the price that was first*
19 *presented*. The below example demonstrates when a consumer selected two New
20 York Yankees tickets for \$36 each, she was ultimately charged \$72 (which is exactly
21 \$36x2):
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26 _____
27 ⁹ *Event Ticket Sales: Market Characteristics and Consumer Protection Issues*, U.S.
28 GOVERNMENT ACCOUNTABILITY OFFICE (April 2018),
<https://www.gao.gov/assets/gao-18-347.pdf>.

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The image shows a mobile application interface for MLB season tickets. At the top, there's a header with the text "MLB season ticket holder?" and a search bar. Below the header is a stadium seating chart for the Yankees. To the right of the chart is a list of ticket options, each with a price and a "Select" button. A red box highlights the "Include estimated fees" toggle in the "Price Display Options" section. An arrow points from this toggle to a detailed view of a ticket for "Section 411 | Row 10". In this detailed view, a red box highlights the "Ticket Price" section, which shows "\$36 each" and "Includes \$10 fees". Below the price, there are several features listed: "Instant Download", "Unrestricted view", "You'll be seated together", and "Can relist if plans change". At the bottom of the detailed view is a "Select" button.

StubHub Payment Details

75%

YOUR EVENT

This event is selling fast for New York Yankees ⓘ

SEP 09 2023
2:05 PM
SAT

Milwaukee Brewers at New York Yankees
Yankee Stadium
Bronx, New York, USA

Prices for this zone Grandstand Outfield are currently at the lowest on average across the past 7 days on our site ⓘ

YOUR SEATS

Number of Tickets: 2

SECTION	ROW	SEATS
411	10	4-7 ⓘ

Perks

- Unrestricted view
- You'll be seated together in Row 10
- Instant download ticket
- Can relist if plans change

YOUR ORDER SUMMARY

Ticket Price	2 x US\$ 26
Fulfillment and Service Fee	2 x US\$ 10
Total Price	US\$ 72

Fees help us bring you a safe, global marketplace where you can get tickets to your favorite events.

Great choice! On average, customers paid \$121 (excluding fees) per ticket for this event on our site - more than the \$26 (excluding fees) tickets you've selected ⓘ

PAYMENT DETAILS

Card Number

28. Accordingly, Defendant’s representations that Defendant accurately presents “estimated fees” are false and misleading. Despite having the ability to properly portray the additional fees up front, Defendant systematically and intentionally misrepresents what Defendant will ultimately charge consumers. That is the type of deceptive behavior that the FTC admonishes, and the New York legislature has acted against.

Violations of California’s Ticket Sale Law:

29. Under California Business and Professions Code section 22502.2, it is:
unlawful for a ticket seller to represent that he or she can deliver or cause to be delivered a ticket at a specific price or within a specific price range and to fail to deliver within a reasonable time or by a contracted time the tickets *at or below* the price stated. (emphasis added).

1 30. A “ticket seller” is defined as “any person who for compensation,
2 commission or otherwise sells admission tickets to sporting, musical, theatre, or any
3 other entertainment event.” Cal. Bus. & Prof. Code § 22503.

4 31. As described above, Defendant’s “business model and pricing are
5 designed so that [the] business is successful primarily when [the] sellers are
6 successful.”¹⁰ “[StubHub] make[s] money primarily through fees collected on
7 successfully closed [ticket] sales,” which is how the company makes a profit.¹¹ For
8 example, “StubHub sold \$4.75 billion in tickets [in 2018], taking in \$1.1 billion in
9 [ticket] fees.”¹² Accordingly, because Defendant sells admission tickets to
10 entertainment events for commission, it is a ticket seller.

11 32. Furthermore, Defendant represents its tickets at one price and
12 guarantees to hold the ticket at that price for ten minutes. However, as shown above,
13 Defendant systematically fails to deliver on that promise and upcharges consumers
14 within the ten-minute period.

15 **CLASS ALLEGATIONS**

16 33. Plaintiff seeks to represent a class defined as all individuals in the
17 United States who purchased event tickets from Defendant’s website using the
18 Estimated Fees Filter and Guest Checkout during the applicable statute of limitations
19 period (the “Class”). Excluded from the Class are governmental entities, Defendant,
20 Defendant’s affiliates, parents, subsidiaries, employees, officers, directors, and co-
21 conspirators. Also excluded is any judicial officer presiding over this matter and the
22 members of their immediate families and judicial staff.

23
24
25 ¹⁰ eBay Inc., Annual Report (Form 10-K) (Jan. 31, 2020).

26 ¹¹ *Id.*

27 ¹² Ben Sisario, *StubHub Sold to Smaller Rival Viagogo for Over \$4 Billion*, THE NEW
28 YORK TIMES (Nov. 25, 2029), <https://www.nytimes.com/2019/11/25/business/stubhub-viagogo-ebay-sale.html>.

1 34. Plaintiff also seeks to represent a subclass defined as all individuals in
2 the state of California who purchased event tickets from Defendant’s website using
3 the Estimated Fees Filter and Guest Checkout during the applicable statute of
4 limitations period (the “California Subclass” or “Subclass”). Excluded from the
5 Subclass are governmental entities, Defendant, Defendant’s affiliates, parents,
6 subsidiaries, employees, officers, directors, and co-conspirators. Also excluded is
7 any judicial officer presiding over this matter and the members of their immediate
8 families and judicial staff.

9 35. **Numerosity.** Members of the Class are so numerous that their
10 individual joinder herein is impracticable. On information and belief, members of
11 the Class number in the hundreds of thousands. The precise number of Class
12 members and their identities are unknown to Plaintiff at this time but may be
13 determined through discovery. Class members may be notified of the pendency of
14 this action by mail, email, and/or publication through the distribution records of
15 Defendant.

16 36. **Commonality and Predominance.** Common questions of law and fact
17 exist as to all Class members and predominate over questions affecting only
18 individual Class members. Common legal and factual questions include, but are not
19 limited to: (a) whether Defendant failed to disclose the total cost of the ticket,
20 including all ancillary fees, prior to the tickets being selected for purchase in
21 violation of California Business and Professions Code section 22502.2; (b) whether
22 the displayed price of Defendant’s tickets increases during the purchase process in
23 violation of California Business and Professions Code section 22502.2; (c) whether
24 Defendant’s marketing of the ticket prices was false and misleading; (d) whether
25 Defendant’s conduct was fair and/or deceptive; and (e) whether Plaintiff and
26 members of the Class and Subclass have sustained damages with respect to the
27 common-law claims asserted, and if so, the proper measure of their damages.
28

1 37. **Typicality.** The claims of the named Plaintiff are typical of the claims
2 of the Class and Subclass in that the named Plaintiff and the members of the Class
3 and Subclass sustained damages because of Defendant’s uniform wrongful conduct,
4 based upon Defendant failing to disclose the total cost of their tickets throughout the
5 online ticket purchase process.

6 38. **Adequacy.** Plaintiff is an adequate representative of the Class and
7 Subclass because his interests do not conflict with the interests of the Class or
8 Subclass members he seeks to represent, he has retained competent counsel
9 experienced in prosecuting class actions, and he intends to prosecute this action
10 vigorously. The interests of Class and Subclass members will be fairly and
11 adequately protected by Plaintiff and his counsel.

12 39. **Superiority.** The class mechanism is superior to other available means
13 for the fair and efficient adjudication of the claims of Class members. Each
14 individual Class member may lack the resources to undergo the burden and expense
15 of individual prosecution of the complex and extensive litigation necessary to
16 establish Defendant’s liability. Individualized litigation increases the delay and
17 expense to all parties and multiplies the burden on the judicial system presented by
18 the complex legal and factual issues of this case. Individualized litigation also
19 presents a potential for inconsistent or contradictory judgments. In contrast, the class
20 action device presents far fewer management difficulties and provides the benefits of
21 single adjudication, economy of scale, and comprehensive supervision by a single
22 court on the issue of Defendant’s liability. Class treatment of the liability issues will
23 ensure that all claims and claimants are before this Court for consistent adjudication
24 of the liability issues.

25 **CAUSES OF ACTION**

26 **COUNT I**

27 **Violation of California’s Ticket Seller Law,
28 Cal. Bus. & Prof. Code § 22502.2 et seq.**

40. Plaintiff realleges and reincorporates by reference all paragraphs alleged

1 above.

2 41. Plaintiff brings this claim individually and on behalf of the Class and
3 California Subclass against Defendant.

4 42. Defendant is a “ticket seller” because it owns and operates
5 StubHub.com, which “sells admission tickets to sporting, musical, theatre, or any
6 other entertainment event” “for compensation [or] commission.” Cal. Bus. & Prof.
7 Code § 22503.

8 43. Defendant violated California Business and Professions Code section
9 22502.2 by “represent[ing] that he or she can deliver or cause to be delivered a ticket
10 at a specific price or within a specific price range and to fail to deliver within a
11 reasonable time or by a contracted time the tickets at or below the price stated or
12 within the range of prices stated,” as discussed above. *See* ¶¶ 14 and 21.

13 44. Plaintiff purchased tickets on Defendant’s website and was forced to
14 pay Defendant’s ancillary fee. Plaintiff was harmed by paying this extra fee, which
15 was not disclosed to Plaintiff at the beginning of the purchase process, and therefore,
16 is unlawful pursuant to California Business and Professions Code section 22502.2.

17 45. On behalf of himself and members of the Class and Subclass, Plaintiff
18 seeks to enjoin the unlawful acts and practices described herein, and to recover two
19 times the contracted price of the ticket and reasonable attorney’s fees. Cal. Bus. &
20 Prof. Code § 22502.3.

21 **COUNT II**

22 **Violation of California’s Unfair Competition Law,
23 Cal. Bus. & Prof. Code § 17200, *et seq.***

24 46. Plaintiff realleges and reincorporates by reference all paragraphs alleged
25 above.

26 47. Plaintiff brings this claim individually and on behalf of the Class and
27 Subclass against Defendant.
28

1 48. California Business and Professions Code § 17200 prohibits “any
2 unlawful, unfair, or fraudulent business act or practice.” For the reasons discussed
3 above, Defendant has engaged in unlawful, unfair, and fraudulent business acts or
4 practices in violation of California Business & Professions Code § 17200.

5 49. By committing the acts and practices alleged herein, Defendant has
6 violated California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§
7 17200-17210 by engaging in unlawful, fraudulent, and unfair conduct.

8 50. Defendant has violated the UCL’s proscription against engaging in
9 **Unlawful Business Practices** as a result of its violations of California Business and
10 Professions Code section 22502.2; California’s Consumers Legal Remedies Act, Cal.
11 Civ. Code § 1770(a)(5), (a)(7), and (a)(9); California’s False Advertising Law; and
12 additional violations of common law.

13 51. As more fully described above, Defendant’s misleading marketing and
14 advertising of the ticket prices are likely to deceive reasonable consumers. In
15 addition, Defendant has committed unlawful business practices by, *inter alia*,
16 making the representations and omissions of material facts, as set forth more fully
17 herein, and violating the common law.

18 52. Plaintiff and members of the Class and Subclass reserve the right to
19 allege other violations of law which constitute other unlawful business acts or
20 practices.

21 53. Defendant has also violated the UCL’s proscription against engaging in
22 **Unfair Business Practices**. Defendant’s acts, omissions, misrepresentations,
23 practices, and non-disclosures as alleged herein also constitute “unfair” business acts
24 and practices within the meaning of Business & Professions Code § 17200 *et seq.* in
25 that its conduct is substantially injurious to consumers, offends public policy, and is
26 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct
27 outweighs any alleged benefits attributable to such conduct.

1 54. There were reasonably available alternatives to further Defendant's
2 legitimate business interests, other than the conduct described herein as noted above.

3 55. Defendant has further violated the UCL's proscription against engaging
4 in **Fraudulent Business Practices**. Defendant's claims, nondisclosures, and
5 misleading statements with respect to the ticket prices, as more fully set forth above,
6 were false, misleading, and/or likely to deceive the consuming public within the
7 meaning of Business & Professions Code § 17200.

8 56. Plaintiff and members of the Class and Subclass suffered a substantial
9 injury by virtue of buying the tickets that they would not have purchased absent
10 Defendant's unlawful, fraudulent, and unfair marketing, advertising, and omission
11 about the ticket prices, when the Estimated Fees Filter is turned on.

12 57. There is no benefit to consumers or competition from deceptively
13 marketing, and omitting material facts about, the price of the tickets when the
14 Estimated Fees Filter is turned on.

15 58. Plaintiff and the members of the Class and Subclass had no way of
16 reasonably knowing that the tickets they purchased were not as marketed or
17 advertised. Thus, they could not have reasonably avoided the injury each of them
18 suffered.

19 59. The gravity of the consequences of Defendant's conduct as described
20 outweighs any justification, motive, or reason therefore, particularly considering the
21 available legal alternatives that exist in the marketplace, and such conduct is
22 immoral, unethical, unscrupulous, offends established public policy, or is
23 substantially injurious to Plaintiff and the Class and Subclass members.

24 60. Pursuant to California Business and Professions Code § 17203, Plaintiff
25 and the members of the Class and Subclass seek an order of this Court that includes,
26 but is not limited to, an order requiring Defendant to (a) provide restitution to
27 Plaintiff and the members of the Class and Subclass; (b) disgorge all revenues
28

1 obtained as a result of violations of the UCL; and (c) pay Plaintiff’s attorneys’ fees
2 and costs.

3 **COUNT III**

4 **Violation of California’s Consumers Legal Remedies Act (“CLRA”),**
5 **California Civil Code § 1750, *et seq.***

6 61. Plaintiff realleges and reincorporates by reference all paragraphs alleged
7 above.

8 62. Plaintiff brings this claim individually and on behalf of the Class and
9 Subclass against Defendant.

10 63. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services
11 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities
12 which they do not have or that a person has a sponsorship, approval, status,
13 affiliation, or connection which he or she does not have.”

14 64. Civil Code § 1770(a)(7) prohibits “[r]epresenting that goods or services
15 are of a particular standard, quality, or grade, or that goods are of a particular style or
16 model, if they are of another.”

17 65. Civil Code § 1770(a)(9) prohibits “advertising goods or services with
18 intent not to sell them as advertised.”

19 66. Defendant violated Civil Code § 1770(a)(5), (a)(7), and (a)(9) by
20 holding out the tickets to be one price, including the fees, but selling the tickets at a
21 higher price.

22 67. Defendant failed to adequately disclose the full ticket price when the
23 Estimated Fees Filter is turned on.

24 68. Defendant has exclusive and/or superior knowledge of the ticket prices
25 with the included fees, which was not known to Plaintiff or members of the Class or
26 Subclass.

27 69. Defendant made partial representations to Plaintiff and members of the
28 Class and Subclass, while suppressing the true price of the tickets when the

1 Estimated Fees Filter was turned on. Specifically, by displaying the price of the
2 tickets as purportedly including estimated fees but systematically including
3 additional fees at the end of the checkout process. Moreover, Defendant
4 affirmatively misrepresented the price of the tickets despite their knowledge of all
5 the fees that would eventually be included in the ticket price.

6 70. Plaintiff and the members of the Class and Subclass have suffered harm
7 because of these violations of the CLRA because they have incurred charges and/or
8 paid monies for the tickets that they otherwise would not have incurred or paid.

9 71. On August 31, 2023, prior to the filing of this Complaint, Plaintiff's
10 counsel sent Defendant a CLRA notice letter, which complies in all respects with
11 California Civil Code § 1782(a). The letter was sent via certified mail, return receipt
12 requested, advising Defendant that it was in violation of the CLRA with respect to
13 the deceptive nature of the Estimated Fees Filter, and demanding that it cease and
14 desist from such violations and make full restitution by refunding the monies
15 received therefrom. The letter stated that it was sent on behalf of all other similarly
16 situated purchasers.

17 72. Defendant failed to remedy the issues raised in the notice letters.
18 Accordingly, Plaintiff seeks damages from Defendant for its violations of the CLRA.

19 73. Injunctive relief is appropriate, and indeed necessary, to require
20 Defendant to provide full and accurate ticket prices so that Plaintiff and members of
21 the Class and Subclass can reasonably rely on Defendant's representations as well of
22 those of Defendant's competitors who may then have an incentive to follow
23 Defendant's deceptive practices, further misleading consumers.

24 **COUNT IV**

25 **Violation of California's False Advertising Law,
26 Cal. Bus. & Prof. Code § 17500, et seq.**

27 74. Plaintiff realleges and reincorporates by reference all paragraphs alleged
28 above.

1 75. Plaintiff brings this claim individually and on behalf of the Class and
2 Subclass against Defendant.

3 76. Defendant's acts and practices, as described herein, have deceived
4 and/or are likely to continue to deceive members of the Class and Subclass and the
5 public. As described above, and throughout this Complaint, Defendant
6 misrepresented the ticket prices and does not deliver the tickets at the represented
7 prices when the Estimated Fees Filter is turned on.

8 77. By its actions, Defendant disseminated uniform advertising regarding
9 the ticket prices to and across the United States and the State of California. The
10 advertising was, by its very nature, unfair, deceptive, untrue, and misleading within
11 the meaning of Cal. Bus. & Prof. Code § 17500, *et seq.* Such advertisements were
12 intended to and likely did deceive the consuming public for the reasons detailed
13 herein.

14 78. The above-described false, misleading, and deceptive advertising
15 Defendant disseminated continues to have a likelihood to deceive in that Defendant
16 failed to disclose that the ticket prices included more fees than the Estimated Fees
17 Filter communicated.

18 79. Defendant continues to misrepresent to consumers that the ticket prices
19 have additional fees, despite the Estimated Fees Filter.

20 80. In making and disseminating these statements, Defendant knew, or
21 should have known, its advertisements were untrue and misleading in violation of
22 California law. Plaintiff and other members of the Class and Subclass based their
23 purchasing decisions on Defendant's omitted material facts. The revenue
24 attributable to the tickets sold in those false and misleading advertisements likely
25 amounts to tens of millions of dollars. Plaintiff and members of the Class and
26 Subclass were injured in fact and lost money and property as a result.

27 81. The misrepresentations and non-disclosures by Defendant of the
28 material facts described and detailed herein constitute false and misleading

1 advertising and, therefore, constitute a violation of Cal. Bus. & Prof. Code § 17500,
2 *et seq.*

3 82. As a result of Defendant’s wrongful conduct, Plaintiff and members of
4 the Class and Subclass lost money in an amount to be proven at trial. Plaintiff and
5 members of the Class and Subclass are therefore entitled to restitution as appropriate
6 for this cause of action.

7 83. Plaintiff and members of the Class and Subclass seek all monetary and
8 non-monetary relief allowed by law, including restitution of all profits stemming
9 from Defendant’s unfair, unlawful, and fraudulent business practices; declaratory
10 relief; reasonable attorneys’ fees and costs under California Code of Civil Procedure
11 § 1021.5; injunctive relief; and other appropriate equitable relief.

12 **COUNT V**
13 **Fraud**

14 84. Plaintiff realleges and reincorporates by reference all paragraphs alleged
15 above.

16 85. Plaintiff brings this claim individually and on behalf of the Class and
17 Subclass under California law.

18 86. At the time Plaintiff and members of the Class and Subclass purchased
19 the tickets, Defendant did not disclose, but instead concealed and misrepresented, the
20 full price of the tickets, despite the Estimated Fees Filter.

21 87. Defendant affirmatively misrepresented the ticket prices, despite the
22 Estimated Fees Filter, giving the appearance that the tickets were cheaper than they
23 were.

24 88. Defendant also knew that its omissions and misrepresentations
25 regarding the ticket prices were material, and that a reasonable consumer would rely
26 upon Defendant’s representations in making purchasing decisions.

1 89. Plaintiff and members of the Class and Subclass did not know—nor
2 could they have known through reasonable diligence—about the true price of the
3 tickets with the Estimated Fees Filter turned on.

4 90. Plaintiff and members of the Class and Subclass would have been
5 reasonable in relying on Defendant's misrepresentations in making their purchasing
6 decisions.

7 91. Plaintiff and members of the Class and Subclass had a right to reply
8 upon Defendant's representations as Defendant maintained monopolistic control
9 over knowledge of the true price of the tickets.

10 92. Plaintiff and members of the Class and Subclass sustained damages
11 because of their reliance on Defendant's and misrepresentations, thus causing
12 Plaintiff and members of the Class and Subclass to sustain actual losses and damages
13 in a sum to be determined at trial, including punitive damages.

14 **COUNT VI**
15 **Unjust Enrichment**

16 93. Plaintiff realleges and reincorporates by reference all paragraphs alleged
17 above.

18 94. Plaintiff brings this claim individually and on behalf of the Class and
19 Subclass under California law.

20 95. To the extent required by law, this cause of action is alleged in the
21 alternative to legal claims, as permitted under Fed. R. Civ. P. 8.

22 96. Plaintiff and members of the Class and Subclass conferred benefits on
23 Defendant by purchasing the tickets.

24 97. Defendant was unjustly enriched in retaining the revenues derived from
25 Plaintiff and members of the Class and Subclass's purchases of the tickets.
26 Retention of those monies under these circumstances is unjust and inequitable
27 because Defendant failed to disclose that there were hidden fees at the end of the
28 checkout process. Those omissions caused injuries to Plaintiff and members of the

1 Class and Subclass because they would not have purchased the tickets if the true
2 facts were known.

3 98. Because Defendant's retention of the non-gratuitous benefits conferred
4 on them by Plaintiff and members of the Class and Subclass are unjust and
5 inequitable, Defendant has been unjustly enriched in an amount to be determined at
6 trial.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
9 situated, seeks judgement against Defendant as follows:

- 10
- 11 (a) For an order certifying the Class under Fed. R. Civ. P. 23 and
12 naming Plaintiff as representative of the Class and Plaintiff's
attorneys as Class Counsel;
- 13 (b) For an order declaring the Defendant's conduct violates the
14 statutes referenced herein;
- 15 (c) For an order finding in favor of Plaintiff, the Class on all counts
16 asserted herein;
- 17 (d) For compensatory, statutory, and punitive damages in amounts to
be determined by the Court and/or jury;
- 18 (e) For prejudgment interest on all amounts awarded;
- 19 (f) For an order of restitution and all other forms of equitable
20 monetary relief;
- 21 (g) For injunctive relief as pleaded or as the Court may deem proper;
- 22 (h) For an order awarding Plaintiff and the Class their reasonable
23 attorneys' fees and expenses and costs of suit.
- 24

25 **JURY TRIAL DEMANDED**

26 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by
27 jury of any and all issues in this action so triable of right.

28

1 Dated: April 22, 2024

BURSOR & FISHER, P.A.

2 By: /s/ L. Timothy Fisher
3 L. Timothy Fisher

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