

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

OSHEÉ BAUGUS individually and on behalf
of all other persons similarly situated,

Plaintiff,

v.

EVENT TICKETS CENTER, INC.,

Defendant.

Civil Action No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Osheé Baugus brings this action on behalf of himself, and all others similarly situated against Event Tickets Center, Inc. (“Defendant”). Plaintiff makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to the allegations specifically pertaining to herself, which are based on personal knowledge.

NATURE OF THE ACTION

1. For over a year and a half, Defendant had been nickel and diming visitors of its ticket purchasing platform, in violation of the New York Arts and Cultural Affairs Law § 25.07(4). Whenever a consumer selects a ticket for purchase on the website www.eventticketcenter.com, she is quoted a fee-less price, only to be ambushed by hefty “Service Fee” in small grey font on the final checkout screen after clicking through the various screens required to make a purchase.

2. Worse yet, because New York is a busy place, and because these fees are only flashed *after* a consumer selects their tickets, Defendant can plausibly put the consumer on the spot clock and tell them they need to decide quick, because Defendant cannot hold their seats

open forever. Throughout the purchase process, Defendant's site shouts: "Tickets May Sell Out!" Figure 3, *infra*. "Act now before your tickets are sold!" *Id.* For emphasis, in red bolded font, it says: "**Inventory is limited. Secure your tickets before they are sold by ordering now.**" See Figure 4, *infra*.

3. And once consumers reach the final, long form checkout page, everything on the page is meant to hide Defendant's Service Fees. Whereas every other component is emphasized in bolded text, the Service Fees appear in small grey font. The page contains hundreds of words and dozens of features in a dizzying array bright colors, including 12 green fillable forms, 7 blue hyperlinks scatters across the page, and "Highly Recommended" green box advertising extra add-ons. However, consumers must not waste time scrutinizing the charges and actually reading everything that appears on this cluttered page. Perhaps the most attention-grabbing element is the red countdown timer at the top of the page, with bolded red text right above it, whispering "**HURRY!**" If the clock runs out, consumers will be kicked out, and forced to start the ticket purchase process all over again. This cheap trick has enabled Defendant to swindle substantial sums of money from its customer.

4. To stop this hustle, New York enacted Arts & Cultural Affairs Law ("ACAL") § 25.07(4), which includes two provisions relevant to this case. First, ACAL § 25.07(4) provides that "any licensee or other ticket reseller, or platform that facilitates the sale or resale of tickets shall disclose the total cost of the ticket, inclusive of all ancillary fees ... prior to the ticket being selected for purchase." *Id.* (emphasis added). Second, the ticketing platform "shall ... disclose in a clear and conspicuous manner the portion of the ticket price stated in dollars that represents a service charge, or any other fee or surcharge to the purchaser." *Id.* (emphasis added). In case the language leaves annoy doubt, the law clarifies that "[t]he price of the ticket

shall not increase during the purchase process.” *Id.* “Disclosures of subtotals, fees, charges, and any other component of the total price shall not be false or misleading.” *Id.* This latest version of the law went into effect August 29, 2022. See Exhibit A.

5. For these reasons, Plaintiff seeks relief in this action individually, and on behalf of all other consumers who purchased tickets through Defendant’s website for actual and/or statutory damages and reasonable attorneys’ costs and fees under New York Arts and Cultural Affairs Law § 25.33.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 class members, and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least one class member is a citizen of a state different from Defendant. Defendant sold at least 100,000 tickets through its website and mobile application during the applicable class period and is liable for a minimum of fifty dollars in statutory damages for each transaction.

7. This Court has personal jurisdiction over Defendant because Defendant operates its website and sells tickets to events in this District through its website.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff purchased a ticket through Defendant’s website to an event in this District.

PARTIES

9. Plaintiff Osheé Baugus is an individual consumer who, at all times material hereto, was a citizen and resident of Bronx, New York. On September 3, 2023, Plaintiff purchased two tickets to SuicideBoys, Ghosten in Madison Square Garden through Defendant’s website. Later, on September 17, 2023 Plaintiff also purchased one ticket to Joey Valence & Brae

at the Mercury Lounge in New York City through Defendant’s website. On both occasions the transaction flow process Plaintiff viewed on Defendant’s website was substantially similar to that depicted in Figures 1 through 9 in this Complaint, and on both occasions, he paid Defendant’s Service Fee.

10. Defendant Event Tickets Center, Inc. is a Florida corporation with its principal place of business at 308 W. University Ave., Gainesville, FL 32601. Defendant owns and operates www.eventticketscenter.com and the Event Tickets Center mobile app, which sells tickets to events throughout the United States, including in New York City.

RELEVANT FACTUAL ALLEGATIONS

11. A consumer may browse event tickets available through resale on Defendant’s website, www.eventticketscenter.com, and may sort by location, venue, artist, or team. See Figure 1.

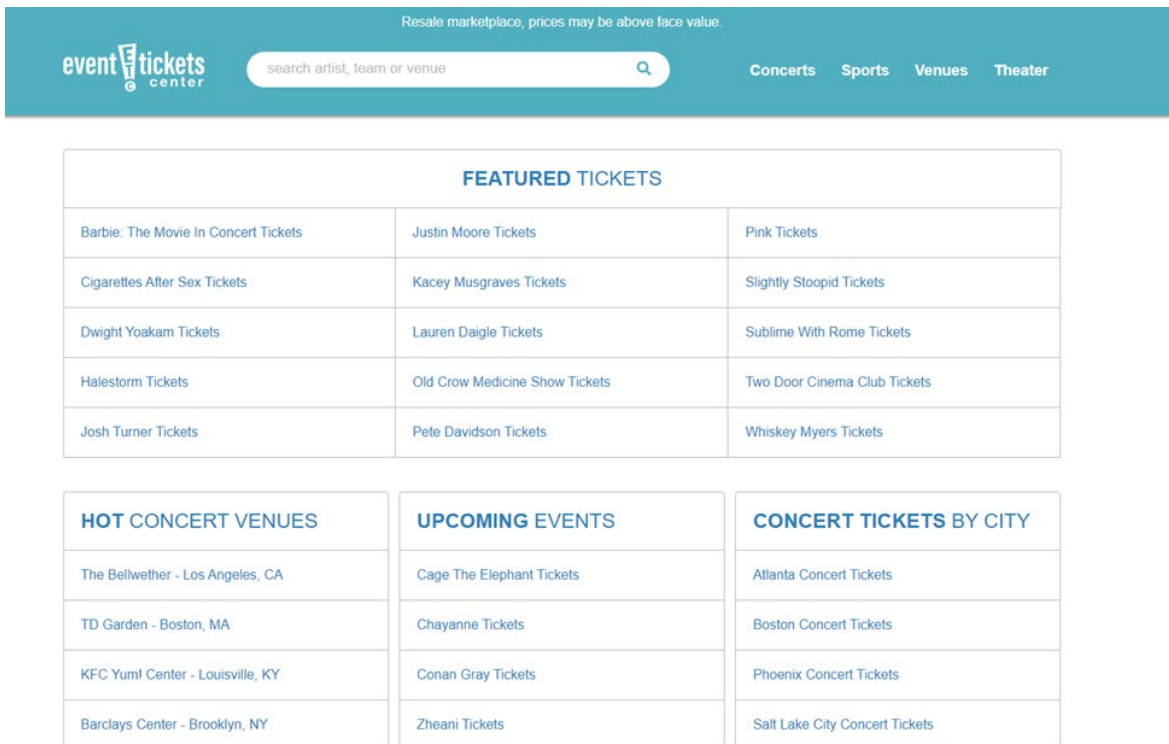


Figure 1

12. After a consumer selects a location, venue, artist, or team, he must close or acknowledge a pop-up warning that “Tickets May Sell Out!” urging the consumer to “Act now before your tickets are sold!” before accessing the screen that lists the events for which tickets are available with dates, times, and the option to “SHOP TICKETS.” *See* Figure 2.

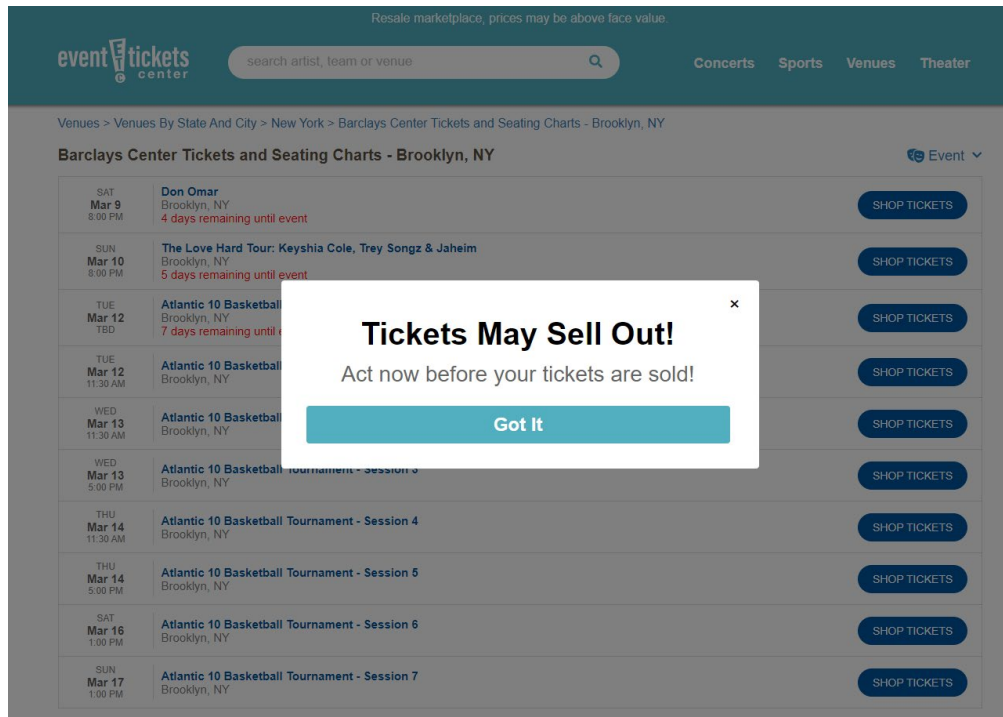


Figure 2

13. Once a consumer clicks the “Shop Tickets” button for the date and time, the website opens a page with another pop-up warning with the same message that “Tickets May Sell Out!” again advising the consumer to “Act now before your tickets are sold!” which must also be closed or acknowledged before the consumer may select his seats. *See* Figure 3.

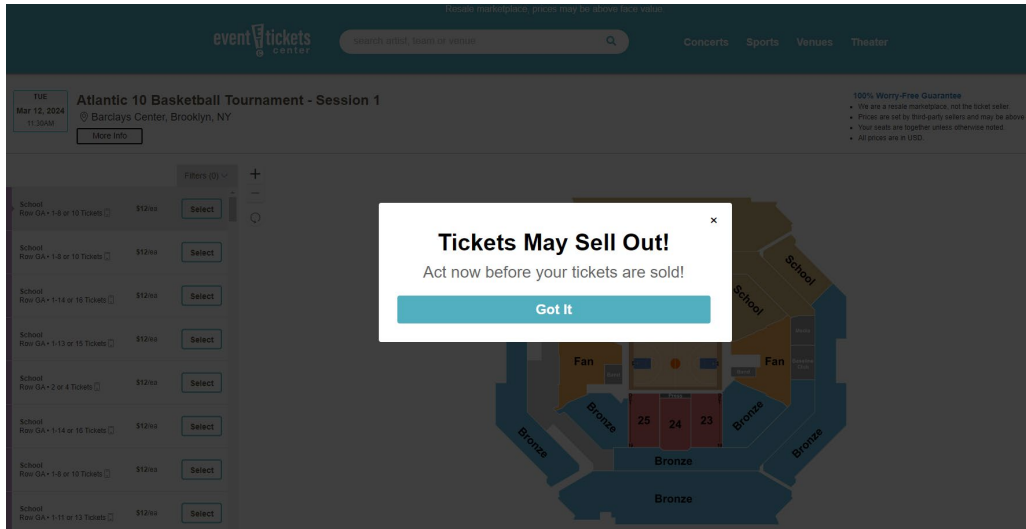


Figure 3

14. After this second pop-up warning is closed, yet another pop-up appears, labeled as an “Important Notice,” explaining that “Inventory is limited” and encouraging the consumer to “Secure your tickets before they are sold by ordering now.” See Figure 4. The consumer may only close this pop-up window by clicking the “View Tickets” option at the bottom of the message. *Id.*

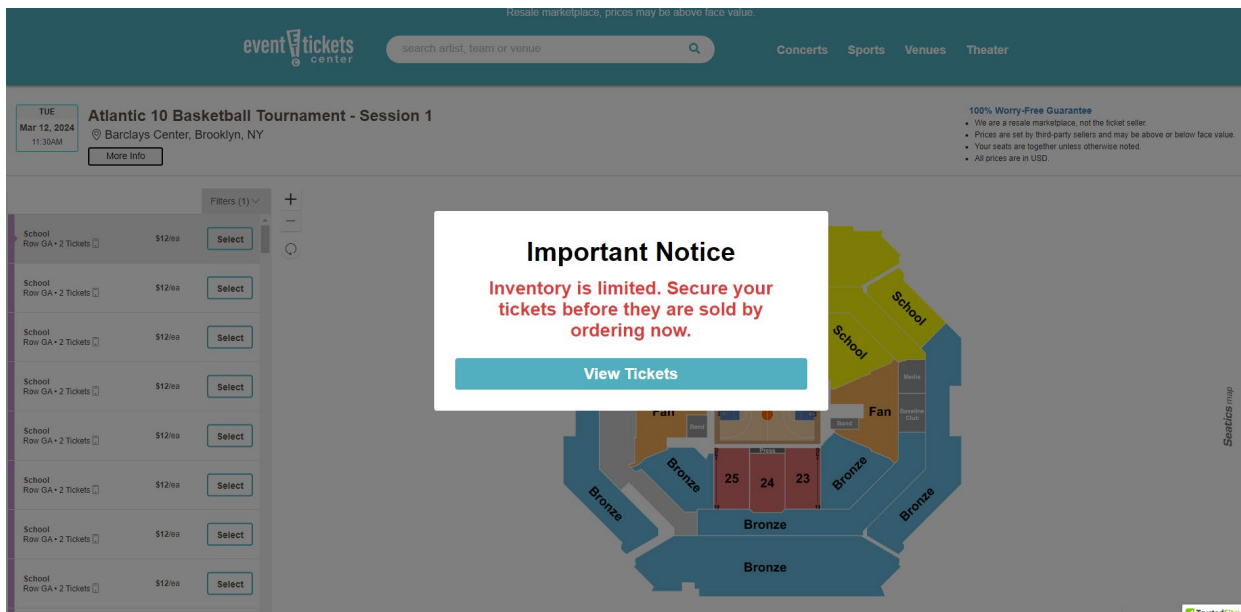


Figure 4

15. The consumer may only view and select available seats by section once he has closed this third pop-up warning. *See* Figure 5, next page. A general admission Bronze section ticket for the 2024 Atlantic 10 men’s basketball tournament at 11:30 a.m. on March 12, 2024 at Barclay’s Center was quoted at “\$68/ea.” *Id.*

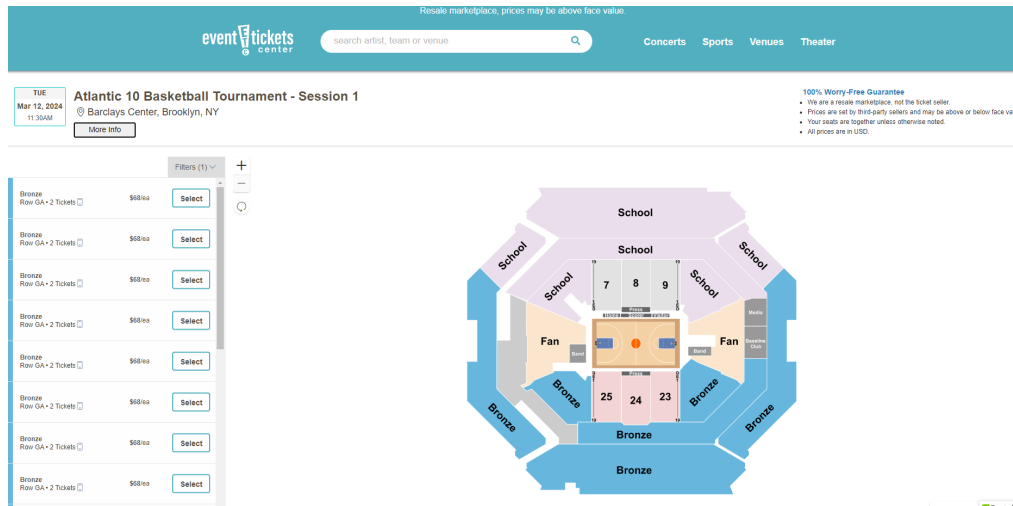


Figure 5

16. Once the consumer selects their desired section, he is prompted to select the number of tickets he would like to purchase. *See* Figure 6. An “Estimated Subtotal” multiplies the number of tickets selected and the individual ticket price, calculating that two tickets to the general admission Bronze section will be “\$136.” *Id.* A message in lighter, gray text below the “Estimated Subtotal” explains that this calculation is “(Not including fees).” *Id.* A consumer must then select “Continue to Checkout” to proceed. *Id.*

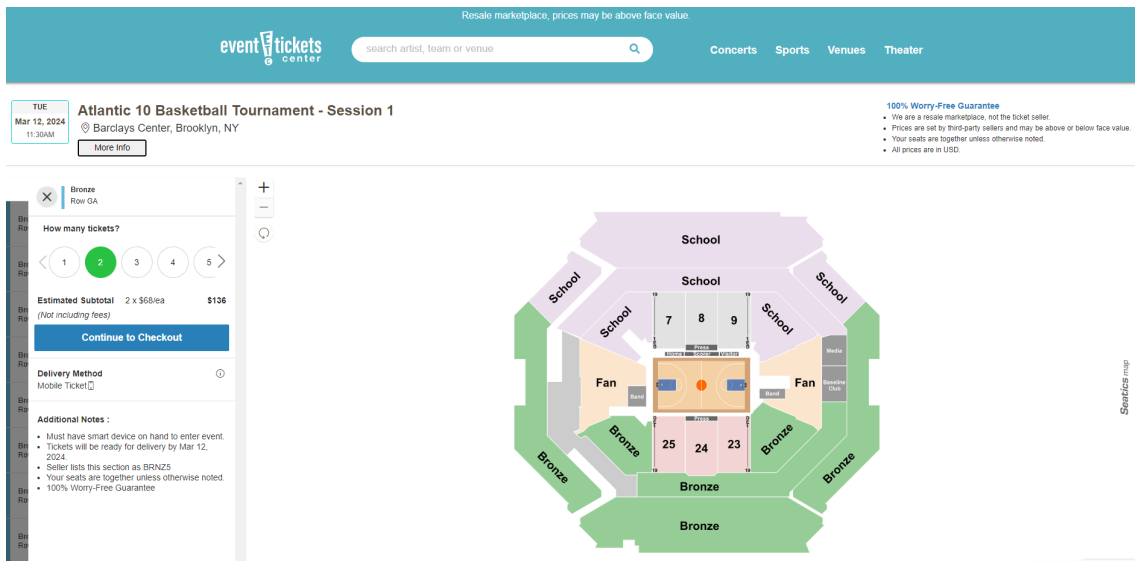


Figure 6

17. As soon as the consumer is sent to checkout, he is met with a pop-up message warning that Defendant will “hold these tickets for another 9:59 minutes.” See Figure 7. The consumer must close this pop-up by clicking “Start,” yet the shot clock has begun before the consumer has even assented to the countdown. *Id.* The countdown timer appears in red text below a message to “HURRY!” *Id.* At this stage, a box in the right portion of the screen indicates that a quantity of two tickets at \$68 each will total “\$136.” *Id.* This screen includes no indication that any additional fees will be assessed. *Id.*

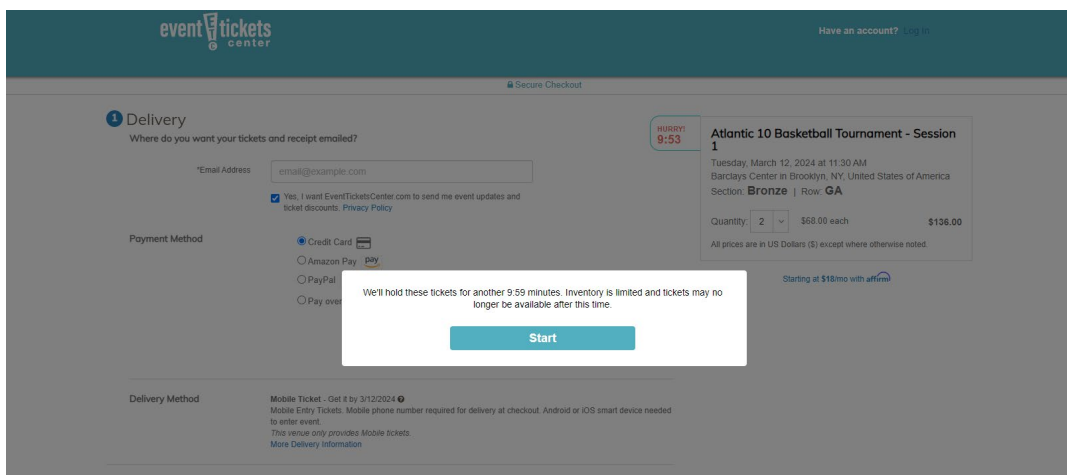


Figure 7

18. While the countdown timer ticks down, the consumer must enter his email and payment and delivery methods before he may “PROCEED TO PAYMENT.” *See* Figure 8.

Again, the same “\$136” price is displayed, excluding ancillary fees. *Id.*

The screenshot shows the 'Delivery' step of a checkout process on the Event Tickets Center website. The page features a teal header with the logo and a 'Secure Checkout' indicator. The main content area is divided into a left sidebar for delivery and payment options, and a right sidebar for event details. The event is the Atlantic 10 Basketball Tournament - Session 1, scheduled for Tuesday, March 12, 2024 at 11:30 AM at Barclays Center in Brooklyn, NY. The ticket is Bronze, Row GA, with a quantity of 2 at \$68.00 each, totaling \$136.00. A 'PROCEED TO PAYMENT' button is visible at the bottom of the delivery section.

Delivery
Where do you want your tickets and receipt emailed?

*Email Address: sbogdanovich@bursor.com
Did you mean sbogdanovich@rogers.com?

Yes, I want EventTicketsCenter.com to send me event updates and ticket discounts. [Privacy Policy](#)

Payment Method

- Credit Card
- Amazon Pay
- PayPal
- Pay over time with **affirm**

PROCEED TO PAYMENT

Delivery Method
Mobile Ticket - Get it by 3/12/2024
Mobile Entry Tickets. Mobile phone number required for delivery at checkout. Android or iOS smart device needed to enter event.
This venue only provides Mobile tickets.
[More Delivery Information](#)

Event Details (Right Sidebar):
HURRY! 9:29
Atlantic 10 Basketball Tournament - Session 1
Tuesday, March 12, 2024 at 11:30 AM
Barclays Center in Brooklyn, NY, United States of America
Section: **Bronze** | Row: **GA**
Quantity: 2 x \$68.00 each = **\$136.00**
All prices are in US Dollars (\$) except where otherwise noted.
Starting at \$18/mo with **affirm**

Payment

Figure 8

19. Only when the consumer has entered his email and payment and delivery methods does a “Payment” screen appear. *See* Figure 9. The summary box in the right portion of the screen still displays the “\$136” total at this stage, but once the consumer enters his Billing Address a different, new total of “\$195.45” discreetly appears, including a “Service Fee” of “\$21.76” per ticket. *Id.* This new total price of “\$195.45” also includes “\$15.93” in taxes. *Id.* Of course, at this point, time is dwindling on the countdown timer and the consumer cannot feasibly review these last-minute changes.

event tickets center
Have an account? [Log In](#)

Secure Checkout

1 Delivery

Email: stbogdanovich@bunior.com

Delivery Method: Mobile Ticket
Get it by 3/12/2024

edit
MUSIC
0:16

2 Payment

[Redeem a Gift Card or Promo Code](#)

Enter Your Billing Address
This should match the address on your credit card statement.

*Cardholder's Name:

*Country:

*Address:

*Zip/Postal Code:

*City:

*State/Province:

*Mobile Phone:

Mobicheck required for mobile ticket delivery

Subtotal:	\$136.00
Service Fee: <input type="checkbox"/>	2 x \$21.75
Delivery:	Free
Taxes:	\$15.93
\$195.45	

Enter Credit Card Information 100% SECURE

*Credit Card Number:

*Expiration Date: /

*Security Code:

Protect Your Ticket To Atlantic 10 Basketball Tournament - Session 1

Yes, protect my ticket purchase for only \$7.75 per ticket (\$15.50 total). Highly Recommended

- Get reimbursed up to 100% of your ticket cost** if you can't attend the event due to covered reasons, like a covered illness or injury (yourself or a family member), mechanical breakdown, traffic accident, airline delay, and weather emergency
- Receive 24/7 assistance** that can find parking info, book hotels and more

No, don't protect my **\$195.45** Atlantic 10 Basketball Tournament - Session 1 ticket purchase. I choose not to add the security of event ticket protection for my event.

11,811 people protected their tickets in the last 7 days

Recommended/underwritten by Allstate Global Assistance, Underwriter: Jefferson Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. [Plan & Pricing details, disclosures, Coverage Alerts](#).

We are a resale marketplace, not the ticket seller. Prices are set by third-party sellers and may be above or below face value.

By clicking "Place Order", your credit card will be charged \$195.45 which includes ticket, service, and delivery fees.

By clicking "Place Order", you are agreeing to EventTicketsCenter.com's [terms & policies](#). All sales are final.

PLACE ORDER

Figure 9

NEW YORK ARTS & CULTURAL AFFAIRS LAW

20. Effective August 29, 2022, New York enacted Arts & Cultural Affairs Law § 25.07(4), which provides that “every operator ... of a place of entertainment ... shall disclose the total cost of the ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket, and disclose in a clear and conspicuous manner the portion of the ticket price stated in dollars that represents a service charge, or any other fee or surcharge to the purchaser. Such disclosure of the total cost and fees shall be displayed in the ticket listing prior to the ticket being selected for purchase.” *Id.* (emphasis added). And “[t]he price of the ticket shall not increase during the purchase process.” *Id.*; *Compare with* Figures 3 through 9.

21. Shortly after the law was enacted, ticketing websites peppered the State of New York’s Division of Licensing Services with questions about the scope of the law. As explained by the Division of Licensing Services, “the ticket purchasing process begins once a consumer visits a ticket marketplace and first sees a list of seat prices.” *See* N.Y. Dep’t of State, Div. Licens. Servs., *Request for Additional Guidance – New York State Senate Bill S.9461*, attached hereto as **Exhibit A**, at 1. “From the moment the prospective purchaser assesses the [] ticket lists through the final payment ... there should be no price increases to the purchaser for the ticket itself.” *Id.* “When a prospective purchaser selects a ticket with full disclosure of the ticket price, the purchaser should not then have to search for the total price of the ticket as the purchaser proceeds through the purchasing process, it should continue to be readily available to the purchaser.” *Id.* at 2 (emphasis added).

CLASS ACTION ALLEGATIONS

22. **Nationwide Class:** Plaintiff seeks to represent a class defined as all individuals in the United States who purchased tickets to events in New York through Defendant’s website,

www.eventticketscenter.com, or the Event Tickets Center mobile app on or after August 29, 2022 and paid fees even though such fees were not disclosed the first time the individuals were presented with a list of seat prices. Excluded from the Nationwide Class is any entity in which Defendant has a controlling interest, and officers or directors of Defendant.

23. **New York Subclass:** Plaintiff also seeks to represent a subclass defined as all individuals in the state of New York who purchased tickets to events in New York through Defendant's website, www.eventticketscenter.com, or the Event Tickets Center mobile app on or after August 29, 2022 and paid fees even though such fees were not disclosed the first time the individuals were presented with a list of seat prices. Excluded from the New York Subclass is any entity in which Defendant has a controlling interest, and officers or directors of Defendant.

24. Members of the Nationwide Class and New York Subclass are so numerous that their individual joinder herein is impracticable. On information and belief, members of the Nationwide Class and New York Subclass number in at least the hundreds of thousands. The precise number of Nationwide Class and New York Subclass members and their identities are unknown to Plaintiff at this time but may be determined through discovery. Nationwide Class and New York Subclass members may be notified of the pendency of this action by mail, email, and/or publication through the distribution records of Defendant.

25. Common questions of law and fact exist as to all Nationwide Class and New York Subclass members and predominate over questions affecting only individual Nationwide Class and New York Subclass members. Common legal and factual questions include, but are not limited to: (a) whether Defendant failed to disclose the total cost of the ticket, including all ancillary fees, prior to the tickets being selected for purchase in violation of New York Arts & Cultural Affairs Law § 25.07(4); (b) whether the displayed price of Defendant's tickets increases

during the purchase process in violation of New York Arts & Cultural Affairs Law § 25.07(4); and (c) whether Defendant failed to disclose its service fee in a clear and conspicuous manner in violation of New York Arts & Cultural Affairs Law § 25.07(4).

26. The claims of the named Plaintiff are typical of the claims of the Nationwide Class and New York Subclass in that the named Plaintiff and the Nationwide Class and New York Subclass sustained damages as a result of Defendant's uniform wrongful conduct, based upon Defendant failing to disclose the total cost of their tickets, including Defendant's service fee, throughout the online ticket purchase process.

27. Plaintiff is an adequate representative of the Nationwide Class and New York Subclass because his interests do not conflict with the interests of the Nationwide Class and New York Subclass members he seeks to represent, he has retained competent counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously. The interests of Nationwide Class and New York Subclass members will be fairly and adequately protected by Plaintiff and his counsel.

28. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Nationwide Class and New York Subclass members. Each individual Nationwide Class and New York Subclass member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and

comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I

**New York Arts & Cultural Affairs Law § 25.07
(On Behalf Of The Nationwide Class and New York Subclass)**

29. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

30. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class and New York Subclass against Defendant.

31. Defendant is a "licensee or other ticket reseller, or platform that facilitates the sale or resale of tickets" to a "place of entertainment," because Defendant owns, operates, or controls www.eventticketscenter.com and the Event Tickets Center mobile app, where consumers can purchase tickets to places of entertainment. "Place of entertainment" means any privately or publicly owned and operated entertainment facility such as a theatre, stadium, arena, racetrack, museum, amusement park, or other place where performances, concerts, exhibits, athletic games or contests are held for which an entry fee is charged." N.Y. Arts & Cult. Aff. Law § 25.03(6) (emphasis added).

32. Defendant violated New York Arts & Cultural Affairs Law § 25.07(4) by failing to disclose the "total cost of a ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket" after a ticket is selected, as depicted in Figures 3 through 8 of this Complaint.

33. Defendant also violated New York Arts & Cultural Affairs Law § 25.07(4) by failing to clearly and conspicuously disclose its service fee on Figures 6 and 9.

34. Defendant also violated New York Arts & Cultural Affairs Law § 25.07(4) by

misleadingly disclosing its subtotals and fees on Figure 9, by presenting the subtotal more prominently than the total price, and by presenting the service fee in the same size font as the total price.

35. Defendant also violated New York Arts & Cultural Affairs Law § 25.07(4) by increasing the price of its tickets during the purchase process, as depicted in Figures 3 through 9 of this Complaint.

36. On September 3, 2023, Plaintiff purchased two tickets to SuicideBoys, Ghosten in Madison Square Garden through Defendant's website and was forced to pay Defendant's Service Fee. Later, on September 17, 2023 Plaintiff also purchased one ticket to Joey Valence & Brae at the Mercury Lounge in New York City through Defendant's website and was again Service Fee. Plaintiff was harmed by paying Defendant's unlawfully applied Service Fee.

37. Plaintiff was also harmed by paying this unlawful Service Fee. The Service Fee was unlawful because (1) it was not disclosed to Plaintiff at the beginning of the purchase process, and (2) it was not clearly and conspicuously disclosed.

38. Plaintiff was also harmed by not receiving all-in pricing at the outset of the transaction, because this lack of full disclosure coupled with false time pressure made it impossible for Plaintiff to compare the true costs of his ticket from Defendant's site to prices offered on other sites that sell tickets to the same or similar events. The downstream consequence of Defendant's actions is that Defendant was able to reduce price competition, distort the ticket marketplace, and cause consumers to overpay.

39. At the time he purchased his ticket, Plaintiff did not know New York Arts & Cultural Affairs Law made Defendant's conduct and fees unlawful. Plaintiff was not browsing websites in search of legal violations and, indeed, had no pre-existing relationship with his

counsel prior to purchasing his tickets. Plaintiff was instead browsing Defendant's website because he sincerely intended to purchase tickets, and he did, in fact, purchase those tickets.

40. On behalf of himself and members of the Nationwide Class and New York Subclass, Plaintiff seeks to recover his actual damages or fifty dollars, whichever is greater, and reasonable attorneys' fees. *See* N.Y. Arts & Cult. Aff. Law § 25.33.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the members of the Nationwide Class and New York Subclass, prays for judgment as follows:

- (a) For an order certifying the Classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Classes and Plaintiff's attorneys as Class Counsel to represent the Classes;
- (b) For an order declaring that Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;
- (d) For compensatory and statutory damages in amounts to be determined by the Court and/or jury;
- (e) For prejudgment interest on all amounts awarded;
- (f) For an order of restitution and all other forms of equitable monetary relief; and
- (g) For an order awarding Plaintiff and the Classes their reasonable attorneys' fees and expenses and costs of suit.

Dated: December 13, 2024

BURSOR & FISHER, P.A.

By: /s/ Philip L. Fraietta
Philip L. Fraietta

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