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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SHAWN ABBOTT; MARSHALL ALTIER; KALEN COOPER; EUGENE JO, individually and on behalf of all others similarly situated,

CASE NO.: 25STCV06613

FIRST AMENDED COMPLAINT

[CLASS ACTION]

1. Violation of New York Arts and Cultural Affairs Law § 25.07(4).

(Demand for Jury Trial)

TICKETMASTER, LLC; and LIVE NATION ENTERTAINMENT, INC.

Defendants.

1 Plaintiffs Shawn Abbott, Marshall Altier, Kalen Cooper, and Eugene Jo (collectively,
 2 “Plaintiffs”), individually and on behalf of all others similarly situated (the “Class Members”), by and
 3 through their undersigned counsel, bring this class action complaint against Defendants Live Nation
 4 Entertainment, Inc. (“Live Nation”) and its subsidiary company Ticketmaster, LLC (“Ticketmaster”)
 5 (collectively “Defendants”). Plaintiffs allege the following upon information and belief based on the
 6 investigation of counsel, except as to those allegations that specifically pertain to Plaintiffs, which are
 7 alleged upon personal knowledge.

8 **INTRODUCTION**

9 1. This case challenges Defendants’ common conduct of improperly charging consumers on
 10 their websites in violation of applicable provisions of the New York Arts and Cultural Affairs Law, by
 11 not displaying the total ticket cost and all fees on the initial ticket listing and selection page. Rather, the
 12 higher total ticket costs, including all ancillary fees, are only disclosed on subsequent pages on
 13 Defendants’ websites that are accessible only after the consumer selects a specific available ticket for
 14 purchase. Such conduct violates New York Arts and Cultural Affairs Law, §25.07(4) and/or other laws.

15 2. When ticket purchasers visit Defendants’ website <https://ticketmaster.com> or
 16 www.livenation.com either through the webpages or through Defendants’ mobile application
 17 (collectively the “Website” or “Websites”) to buy an admission ticket to an event in New York state, they
 18 are initially quoted one price, only to later be shown the true total ticket price, which is higher and includes
 19 ancillary “Fees”, including but not limited to an order processing fee. Other ancillary fees charged to
 20 Class members by Defendants at relevant times during the Class Period include, but are not limited to,
 21 service fees, delivery fees, order processing fees, and/or facility fees (collectively “Fees”).

22 3. These added Fees and their specific amounts are only presented *after* consumers select
 23 their ticket option and pass through subsequent screens in the purchase process.

24 4. In an effort to stop this type of business practice, New York State passed the Arts and
 25 Cultural Affairs Law, which provides that a “platform that facilitates the sale or resale of the tickets...
 26 shall disclose the total cost of the ticket, inclusive of all ancillary fees that must be paid in order to
 27 purchase the ticket.” § 25.07(4). Specifically, the statute requires that the “disclosure of the total cost and
 28 fees shall be displayed in the ticket listing ***prior*** to the ticket being selected for purchase.” *Id.* (emphasis

1 added). § 25.07(4). Section 25.07(4) further states that “*[t]he price of the ticket shall not increase during*
 2 *the purchase process.*” *Id.* (emphasis added). This latest version of the law went into effect August 29,
 3 2022.¹

4 5. Arts and Cultural Affairs Law § 25.07(4) provides that a
 5 “platform that facilitates the sale or resale of tickets... shall disclose in a clear and conspicuous manner
 6 the portion of the ticket price stated in dollars that represents a service charge, or any other fee or surcharge
 7 to the purchaser.” *Id.*

8 6. Plaintiffs were subjected to the above-described practices and injured by Defendants’
 9 conduct, in violation of § 25.07(4), when they purchased tickets to an event in New York state from
 10 Defendants. This occurred when Plaintiffs viewed tickets offered for sale on Defendants’ website that
 11 had one price depicted on the first screen listing available tickets for sale, only to have the charge rise
 12 after they selected particular tickets on subsequent screens required to finalize the purchase process.

13 7. As a result of Defendants’ failure to adhere to these disclosure standards, Plaintiffs seek
 14 relief in this action individually, and on behalf of other ticket purchasers of Defendants’ to events in New
 15 York state for statutory damages in the amount of fifty dollars per violation², reasonable attorneys’ costs
 16 and fees, and injunctive relief under New York Arts and Cultural Affair Law § 25.33 as well as all other
 17 relief that may be just and equitable in the circumstances. As the practices described within are continuing
 18 and ongoing, injunctive relief (both private injunctive relief and public injunctive relief) is both
 19 appropriate and necessary to protect the members of the class and future consumers within the general
 20 public from being harmed from the practices complained of in the future and incurring additional injuries.
 21 Plaintiffs and members of the class are likely to attempt to engage in ticket transactions in the future and
 22 Defendants’ improper price disclosures as described herein should be modified and corrected to avoid
 23 continuation of the practices now complained of. Even if Defendants have temporarily suspended the
 24 deceptive practices complained of, until enjoined by the court the risk that Defendants will revert back to
 25 prior practices remains and creates the additional risk of future injury to Plaintiffs and the Class.

26
 27 ¹ See N.Y. Arts & Cult. Aff. Law § 25.07.
 28 ² See *id.* at § 25.34.

PARTIES

8. Plaintiff Shawn Abbott (“Abbott”) is an individual consumer who, at all times material hereto, was a resident of the State of California. Abbott is a resident of Palm Desert, California.

9. Since August 29, 2022, Abbott has purchased approximately 10-12 tickets from Ticketmaster to events that took place in New York state. For instance, she recalls purchasing tickets to various U.S. Open Tennis Tournament events at Arthur Ashe Stadium, Louis Armstrong Stadium, Grounds Pass, and Billie Jean King.

10. Abbott has an account with Ticketmaster and/or Live Nation that she used to purchase tickets to events in New York state since August 29, 2022. Her Ticketmaster and/or Live Nation accounts should show the tickets that she has purchased and ancillary fees imposed.

11. Plaintiff Marshall Altier (“Altier”) is an individual consumer who, at all times material hereto, was a resident of the State of California. Altier is a resident of San Diego, California.

12. Since August 29, 2022, Altier has purchased 2 tickets from Ticketmaster to events that took place in New York state. For instance, he recalls purchasing tickets to the Phish concert at Madison Square Garden held in July 2023, and to Joe Russo's Almost Dead at Pier 17 that same month.

13. Altier has an account with Ticketmaster and/or Live Nation that he used to purchase tickets to events in New York state since August 29, 2022. His Ticketmaster and/or Live Nation accounts should show the tickets that he has purchased and ancillary fees imposed.

14. Plaintiff Kalen Cooper (“Cooper”) is an individual consumer who, at all times material hereto, was a resident of the State of California. Cooper is a resident of Pasadena, California.

15. Since August 29, 2022, Cooper has purchased approximately 2 tickets from Ticketmaster to events that took place in New York state. Specifically, she recalls purchasing tickets to a New York Knicks v. Philadelphia 76ers NBA game in New York.

16. Cooper has an account with Ticketmaster and/or Live Nation that she used to purchase tickets to events in New York state since August 29, 2022. Her Ticketmaster and/or Live Nation accounts should show the tickets that she has purchased and ancillary fees imposed.

17. Plaintiff Eugene Jo (“Jo”) is an individual consumer who, at all times material hereto, was a resident of the State of California. Jo is a resident of Los Angeles, California.

1 18. Since August 29, 2022, Jo has purchased approximately 1 ticket from Ticketmaster to an
 2 event that took place in New York state. Specifically, the event is the Brooklyn Nets v. Philadelphia 76ers
 3 NBA Game at the Barclays Center in Brooklyn, New York.

4 19. Jo has an account with Ticketmaster and/or Live Nation that she used to purchase the ticket
 5 to an event in New York state since August 29, 2022. Her Ticketmaster and/or Live Nation accounts
 6 should show the ticket that she has purchased and ancillary fees imposed.

7 20. Upon information and belief, the transaction flow process that Abbott, Altier, Cooper, and
 8 Jo viewed on Defendants' Websites with respect to ancillary Fees charged while they purchased tickets
 9 to the events venued in New York state was substantially similar to the process depicted in this complaint
 10 and which other members of the Class were subjected to. That is, on the initial ticket selection page on
 11 Defendants' Websites one price was displayed, but after particular tickets were selected, one or more
 12 ancillary Fees were added and only shown on subsequent pages, increasing the total price so that it was
 13 higher than the originally displayed price.

14 21. Plaintiffs' claims accrued between August 29, 2022 and March 1, 2025. Plaintiffs and
 15 class members have been injured and suffered loss from the practices complained of and are at risk of
 16 further injury in the future unless enjoined. Plaintiffs and class members should have been charged the
 17 initially displayed "all in" ticket prices, not higher prices with additional Fees that were only disclosed at
 18 subsequent stages of the online purchase process on Defendants' websites. Plaintiffs and class members
 19 seek applicable statutory damages under the statutes described herein for each violation they were
 20 subjected to, along with other available relief.

21 22. Live Nation Entertainment, Inc. (formerly known as Live Nation, Inc.) is a Delaware
 22 corporation with its principal place of business at 9348 Civic Center Drive, Beverly Hills, California
 23 90210 and/or other locations in California. Live Nation is the largest live entertainment company in the
 24 world, connecting over half a billion fans across all of its platforms in 49 countries.³ In 2023, Live Nation
 25 distributed over 620 million tickets through its systems, making it the world's leading live entertainment
 26 ticket sales and marketing company. *Id.* Live Nation's 2023 revenues were approximately \$22.75 billion,
 27 a 36% increase compared to the previous year. Its "Ticketing" segment generated nearly \$2.96 billion in

28 ³ Live Nation Entertainment, Inc., Form 10-K, February 22, 2024, available at SEC Edgar Database.

1 revenue, which includes ticketing service charges for tickets sold to both Live Nation's own events and
 2 those of third-party clients. *Id.*

3 23. Defendant Ticketmaster LLC is a wholly-owned subsidiary of Live Nation Entertainment,
 4 Inc. Ticketmaster is a limited liability company organized and existing under the laws of Virginia with
 5 its principal place of business at 7060 Hollywood Boulevard, Hollywood, California, 90028 and/or other
 6 locations in California. Ticketmaster LLC is the successor in interest to Ticketmaster Entertainment, Inc.,
 7 a Delaware corporation, and is the largest ticketing company in the United States, with 2019 revenues of
 8 approximately \$1.54 billion. Ticketmaster's business includes two main arms: its legacy primary ticketing
 9 services business and a newer, but increasingly-dominant, secondary ticketing service business. In
 10 performing the acts herein alleged, Ticketmaster acted under the direction and control of, and in
 11 coordination with, Defendant Live Nation Entertainment, and its senior-most executives.

12 24. Live Nation Entertainment and Ticketmaster merged in an all-stock transaction in 2010.

13 25. At all relevant times, Defendants marketed and sold tickets to sporting, music,
 14 entertainment and/or other events in New York state to consumers nationwide, including Plaintiffs and
 15 members of the Class.

JURISDICTION AND VENUE

17 26. This Court has jurisdiction over Defendants because they are headquartered in Los
 18 Angeles County. Venue is proper because a substantial amount of the events giving rise to this action
 19 occurred in Los Angeles County.

20 27. Plaintiffs and Class members were overcharged, paid unlawful and unwarranted fees,
 21 suffered harm, injury, and incurred monetary loss as a result of Defendants' false advertising practices
 22 and conduct as described herein.

23 28. Plaintiffs and the members of the Class suffered economic injuries that flowed from
 24 Defendants' violation of the statute. Each were injured each time they purchased a ticket to an event in
 25 New York state on the Websites and they were charged and paid a fee that was rendered unlawful by
 26 Defendants' failure to disclose the total price to them at the beginning of the purchase process in violation
 27 of New York Arts & Cultural Affairs Law § 25.07(4).

28 29. When purchasing tickets to any event venued in New York state from Defendants'

1 Websites and platforms that facilitate the sale or resale of the tickets, Defendants were obligated by law
 2 to disclose the total cost of the ticket, inclusive of all ancillary fees that must be paid in order to purchase
 3 the ticket, in the ticket listing prior to the ticket being selected for purchase and the price of the ticket(s)
 4 should not have increased during the purchase process. By failing to do this, Defendants violated
 5 §25.07(4), injuring and damaging Plaintiffs and each Class Member on each ticket sold, giving them a
 6 right to all relief claimed. Plaintiffs and each Class Member should not have been charged more than the
 7 initially advertised price displayed by Defendants. Plaintiffs would have preferred to pay the lower price
 8 initially shown on each ticket listing at the point immediately prior to the ticket(s) being selected for
 9 purchase and should not have been charged more by Defendants.

10 30. Defendants' decision to employ the above-described pricing practices was intentionally
 11 done in order to charge and receive more revenues from ancillary Fees when selling event tickets to the
 12 Class than would have been the case had Defendants not engaged in those practices. For instance, in a
 13 recent action filed by the Federal Trade Commission against Defendants, the F.T.C. alleged that materials
 14 that it reviewed during its investigation of Defendants' sales practices demonstrate that Defendants
 15 intentionally designed their price display because of internal testing showing that Defendants' revenues
 16 increased when their price display for ancillary Fees was less transparent. *See, F.T.C. v Live Nation
 Entertainment, Inc. and Ticketmaster, L.L.C.*, 2:25-cv-08884 (C. D. Cal., filed September 18, 2025)
 17 (Complaint at ¶¶53-62, ECF 1).

18 31. The claims asserted by Plaintiffs are not subject to mandatory arbitration as set forth in
 19 Defendants' Terms of Use because the Ninth Circuit Court of Appeals found that those procedures were
 20 unconscionable, unenforceable and that California's Discover Bank rule. *Heckman v. Live Nation Ent., Inc.*, 120 F.4th 670, 690 (9th Cir. 2024). The court in *Heckman* concluded that the Federal Arbitration
 21 Act ("FAA") did not apply to Ticketmaster's Terms of Use and California's *Discover Bank* rule—which
 22 prohibits class-action waivers in consumer contracts of adhesion—governed and dictated that the
 23 arbitration agreement was also unenforceable for that reason. In short, because the company's terms of
 24 service contained a "mass arbitration protocol"—batching of claims and bellwether proceedings—the
 25 FAA did not protect the arbitration agreement from challenge under *Discover Bank* and class proceedings
 26 were therefore permitted. Plaintiffs' claims accrued during the period those same Terms of Use were in
 27
 28

1 force. If Plaintiffs here were required to file individual claims in arbitration forum, they would be
 2 subjected to the same provisions found to be unconscionable and unenforceable by the Ninth Circuit in
 3 *Heckman*. As a result, they properly file their class claims in this court. No claims are presented on behalf
 4 of Plaintiffs and the Class that are based on ticket transactions which occurred after August 11, 2025.

5 **NEW YORK ARTS & CULTURAL AFFAIRS LAW**

6 32. New York enacted Arts & Cultural Affairs Law § 25.07(4), effective on August 29, 2022,
 7 which provides that “[e]very operator or operator’s agent of a place of entertainment, any licensee or other
 8 ticket reseller, or platform that facilitates the sale or resale of tickets … shall disclose the total cost of the
 9 ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket, and disclose in a
 10 clear and conspicuous manner the portion of the ticket price stated in dollars that represents a service
 11 charge, or any other fee or surcharge to the purchaser. Such disclosure of the total cost and fees shall be
 12 displayed in the ticket listing prior to the ticket being selected for purchase.” § 25.07(4). “[T]he price of
 13 the ticket shall not increase during the purchase process.” *Id.*

14 33. In response to ticketing websites’ communications to the State of New York’s Division of
 15 Licensing Services as to the scope of the law, the Division of Licensing Services clarified: “the ticket
 16 purchasing process begins once a consumer visits a ticket marketplace and *first sees a list of seat prices.*”⁴
 17 (emphasis added).

18 34. The Division of Licensing Services added that “[f]rom the moment the prospective
 19 purchaser assesses the [] ticket lists through the final payment … there should be no price increases to the
 20 purchaser for the ticket itself.” *Id.* “When a prospective purchaser selects a ticket with full disclosure of
 21 the ticket price, the purchaser should not then have to search for the total price of the ticket as the purchaser
 22 proceeds through the purchasing process, it should continue to be readily available to the purchaser.” *Id.*
 23 at 2.

24 35. The statute does not speak to any purchasing limitations. By all accounts, the statute
 25 applies to: (i) New York residents who purchase tickets to an event in New York state (ii) New York
 26 residents who purchase tickets to a non-New York based event and (iii) non-New York residents who

27
 28 ⁴ See N.Y. Dep’t of State, Div. Licens. Servs., Request for Additional Guidance – New York State
 Senate Bill S.9461, (Oct 24, 2022).

1 purchase tickets to an event in New York state. This is confirmed in New York Arts & Cultural Affairs
 2 Law § 25.01 which addresses the broad scope of the statute to include: (i) ticket sales by non-New York
 3 based sellers and (ii) ticket sales by non-New York purchasers to events in New York state, as follows:

4 The legislature further finds that many ticket resellers advertise and sell tickets to places of
 5 entertainment within the boundaries of New York state often from locations outside the
 6 state, without adhering to the provisions of this article. The legislature objects to any claim
 7 that businesses domiciled outside New York state are exempted from this statute when
 8 selling tickets to events occurring in New York state, *regardless of the territories of origin*
 9 *of both the buyer and seller*. It is the legislature's intent that all governmental bodies
 10 charged with enforcement of this article, including the attorney general of New York state
 11 have the authority to regulate the activities of all persons reselling tickets to venues located
 12 within this state to the full extent of the state's powers under the federal and state
 13 constitutions and that this article be construed in light of this purpose.

14 (emphasis added).

15 36. New York Arts & Cultural Affairs Law § 25.33 provides that affected consumers are
 16 entitled to at least \$50 in statutory damages, injunctive relief, plus attorney's fees and costs for each
 17 violation of § 25.04.

18 Notwithstanding any right of action granted to any governmental body pursuant to this
 19 chapter, any person who has been injured by reason of a violation of this article may bring
 20 an action in his or her own name to enjoin such unlawful act, an action to recover his or
 21 her actual damages or fifty dollars, whichever is greater, or both such actions. The court
 22 may award reasonable attorney's fees to a prevailing plaintiff.

23 N.Y. Arts & Cult. Aff. Law § 25.33.

24 37. All Class members, including Plaintiffs are “person[s] who ha[ve] been injured by reason
 25 of a violation of this article” and entitled to “bring an action in his or her own name to enjoin such unlawful
 26 act, an action to recover his or her actual damages or fifty dollars, whichever is greater, or both such
 27 actions.”

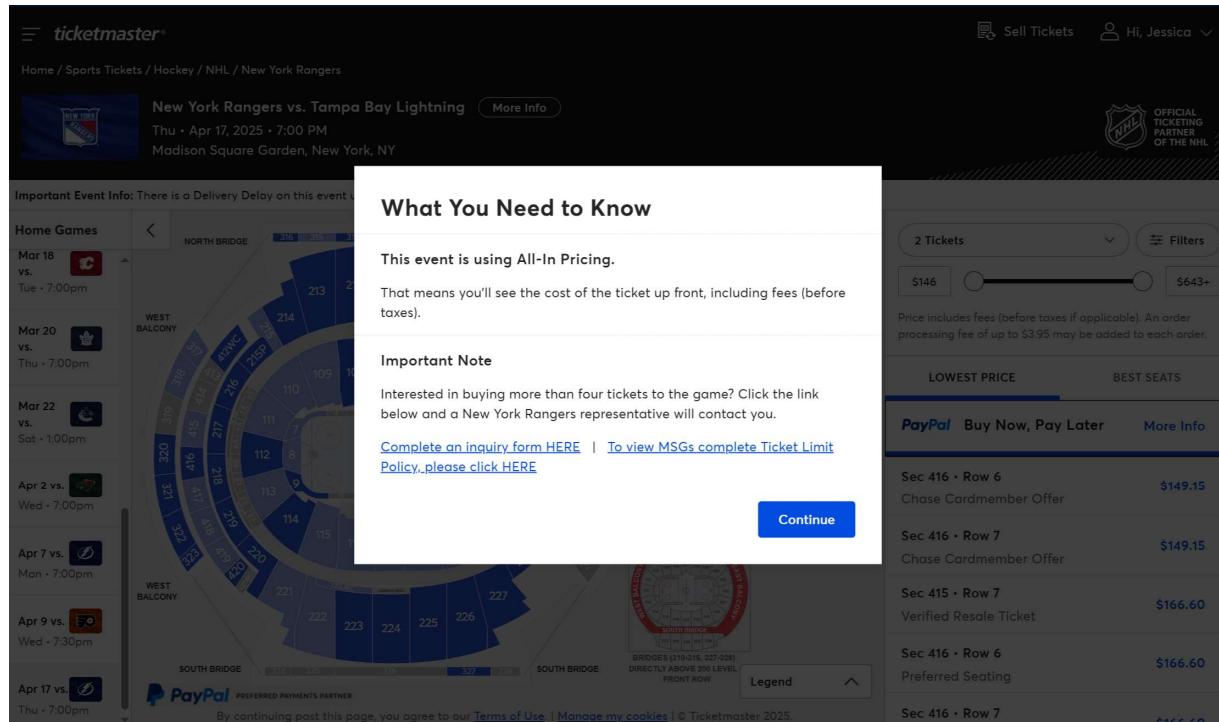
28 **FACTUAL ALLEGATIONS**

29 38. Defendants are in the business of ticket sales and distribution, selling tickets for concerts,
 30 sporting events, and other events on their Websites (including the Ticketmaster mobile application) to
 31 consumers nationwide. Defendants sell tickets to consumers nationwide for events venued in New York
 32 state.

33 39. Since at least August 29, 2022, Defendants have failed to disclose the total cost of the
 34 ticket on the Website prior to the user selecting the ticket for purchase. Defendants initially display a

1 lower price, only disclosing the applicable fees and total selling price on subsequent screens during the
 2 checkout process. Defendants' common practices continued at least through the time the initial complaint
 3 was filed in March 2025.

4 40. The process described below is common. When a consumer goes to the Website and selects
 5 an event for which they want to consider purchasing tickets in New York state, they are presented with
 6 the following screen announcing that Ticketmaster now uses "All-in Pricing."

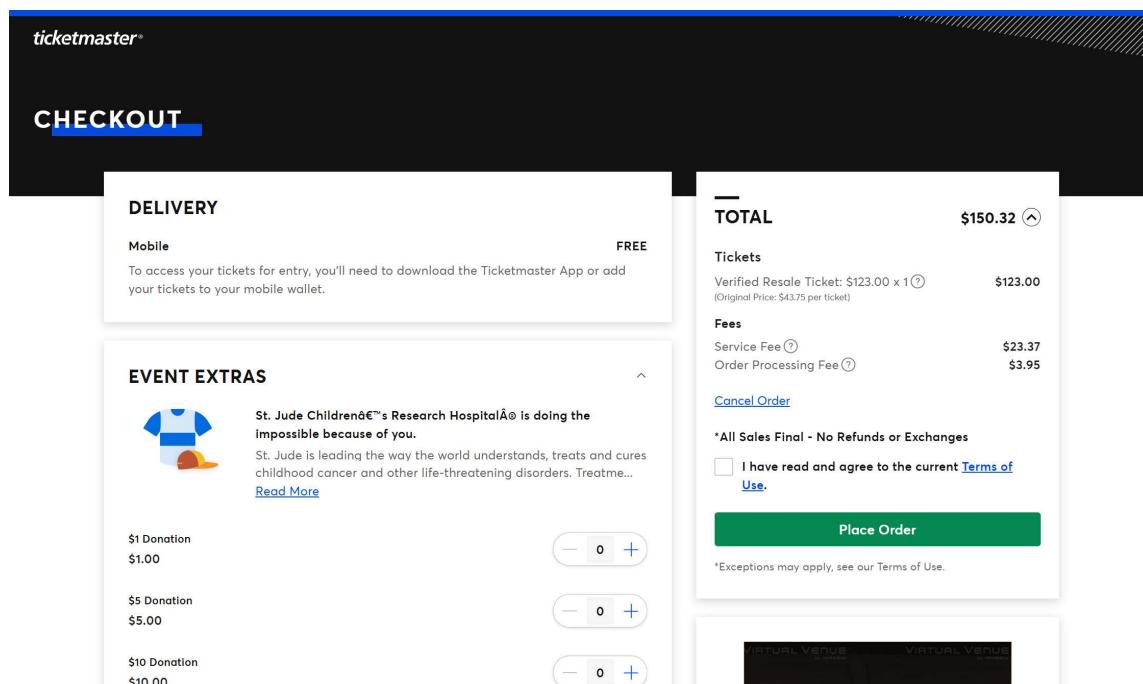


19 41. Defendants explain All-in Pricing as follows: "that means that you'll see cost of the ticket
 20 up front (before taxes)." That statement is inaccurate.

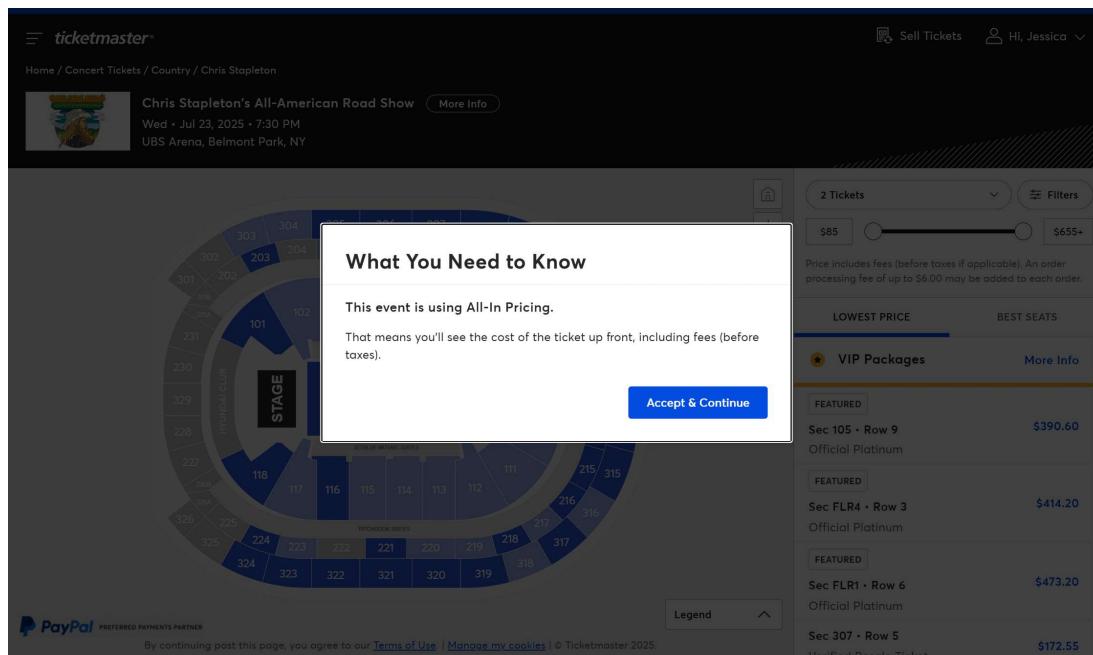
21 42. When the consumer hits continue, they are brought to the event's ticket listing page, where
 22 they can input the number of tickets they want and see a listing of the available tickets, seat location, and
 23 corresponding prices for the tickets. Also displayed is fine print notation indicating that "an order
 24 processing fee of up to \$3.95 may be added to each order." However, this possible "order processing fee"
 25 is not included in the initially displayed price for the ticket. For instance, for the selected event (New
 26 York Rangers vs. Tampa Bay Lightning at Madison Square Garden in New York City on April 17, 2025)
 27 the initial screen shown to the consumer shows that the lowest priced ticket available is Section 419, Row
 28 7, and is listed for **\$146.37**.

43. If the consumer wants to move forward with the purchase, they can click on the desired ticket offering for that seat in Section 419, Row 7, which takes them to the following screen. Notably, the subtotal is *not* \$146.37 as initially listed under the “Lowest Price” column, *nor* as displayed above the subtotal, but instead **\$150.32**. This screen does not contain any additional information as to the price increase. Thus, the consumer is only shown the true, higher price of the ticket *after* she selects the ticket on the initial screen.

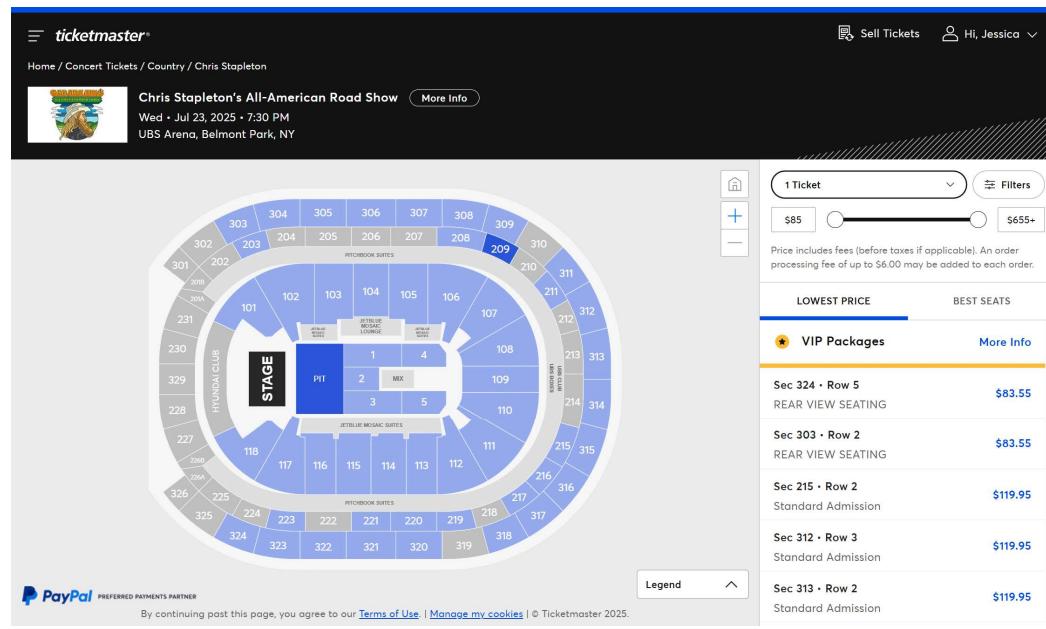
1 44. When the consumer proceeds with the transaction by clicking the green “Next” button,
 2 they are shown the following page. The total displayed is \$150.32, which is broken down into the
 3 “Verified Resale Ticket” (\$123.00), “Service Fee” (\$23.37), and “Order Processing Fee” (\$3.95). Thus,
 4 the consumer is only shown the actual higher ticket amount including the “Order Processing Fee” on the
 5 subsequent checkout page, not the initial screen where the ticket was originally presented for sale. Such
 6 conduct violates the Arts & Cultural Affairs Law § 25.07(4).



18 45. The same type of pricing discrepancy occurs for other events sold on Ticketmaster, such
 19 as the July 23, 2025 Chris Stapleton Concert at the UBS Arena in Belmont Park, New York. As with the
 20 New York Rangers game tickets described above, customers who select the Chris Stapleton event are first
 21 shown an alert on “All-in Pricing.”

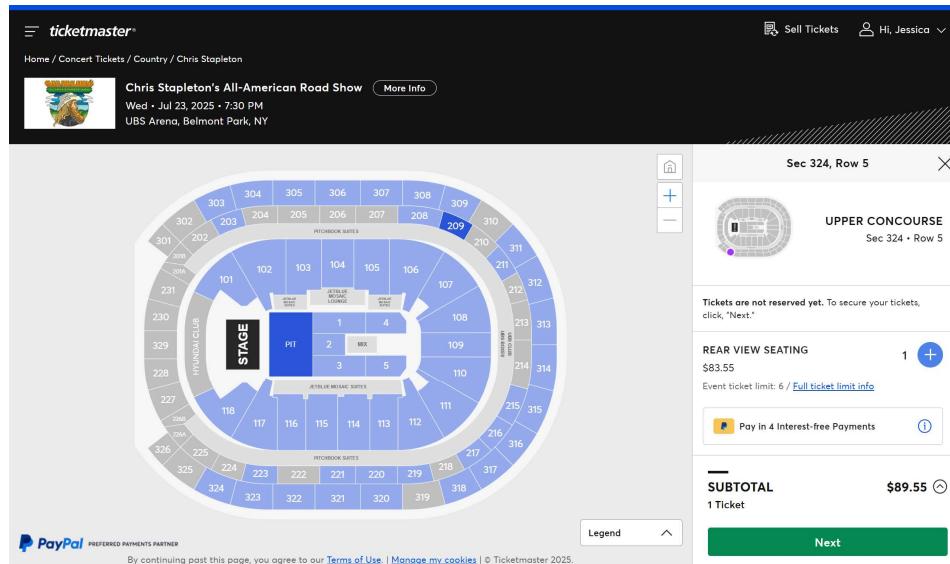


46. Once a customer clicks the “Accept & Continue” button, the Website indicates that the lowest price of a single available ticket is located in Section 324, Row 5, priced at **\$83.55**. The Website also says that “Price includes fees (before taxes if applicable). An order processing fee of up to \$6.00 may be added to each order.” Notably, the possible order processing fee for this event is greater than the possible \$3.95 for the Rangers game.

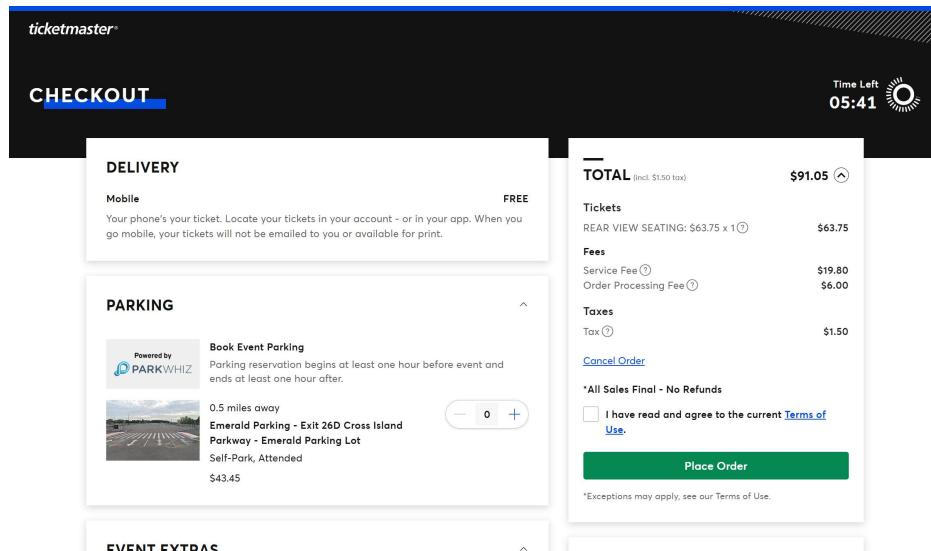


47. By not including the actual amount of the “order processing fee” in the total ticket price on the first screen; by using the uncertain word “may” to describe the possible addition of the “order processing fee” (when Defendants know with certainty that it will be added); and by using smaller and less prominent font to describe it, Defendants violate Arts & Cultural Affairs Law § 25.07(4). When the customer clicks on the specific ticket, they are shown the following screen. The subtotal for the ticket is not \$83.55 as previously displayed, or as displayed above the subtotal. Instead, the subtotal is **\$89.55**. Once again, this screen contains no information to explain the increase in price.

Once again, this screen contains no information to explain the increase in price.

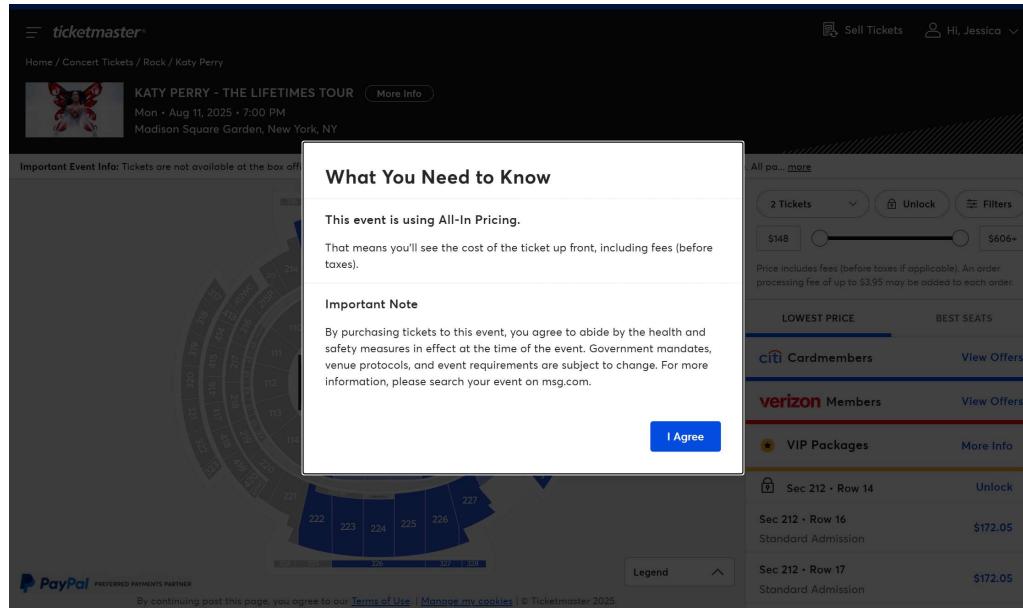


48. When the customer clicks the “Next” button, they are taken to the final checkout screen. The total price is \$91.05, including \$63.75 for the ticket price, \$19.80 in “Service Fee”, \$6.00 in “Order

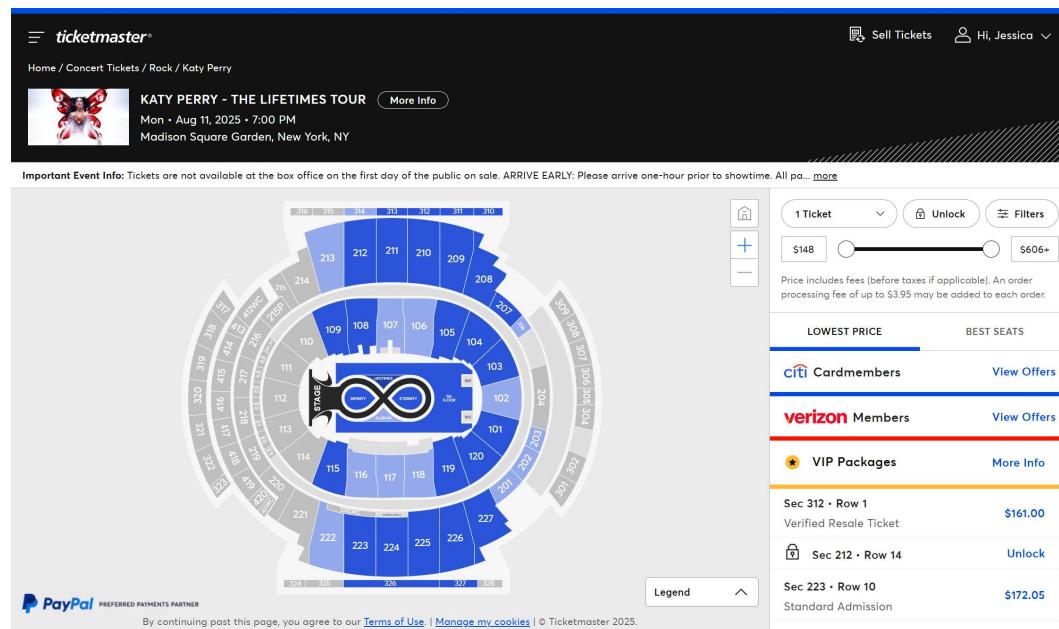


1 Processing Fee" and \$1.50 in tax. Customers are thus unable to view the amount of the "Order Processing
2 Fee" that is added to the total ticket price until the final checkout screen.

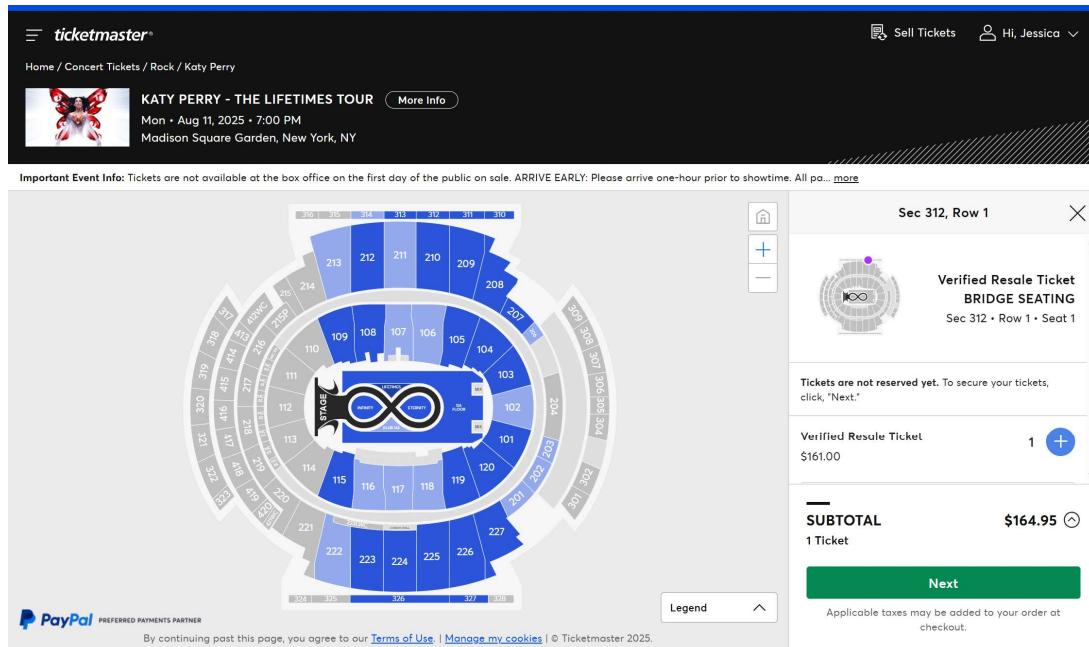
3 49. Another example of pricing discrepancy is seen in the Katy Perry concert on August 11,
4 2025 at Madison Square Garden, New York. As with the previous events, Customers who click on the
5 Katy Perry concert are first shown a notice on "All-in Pricing."



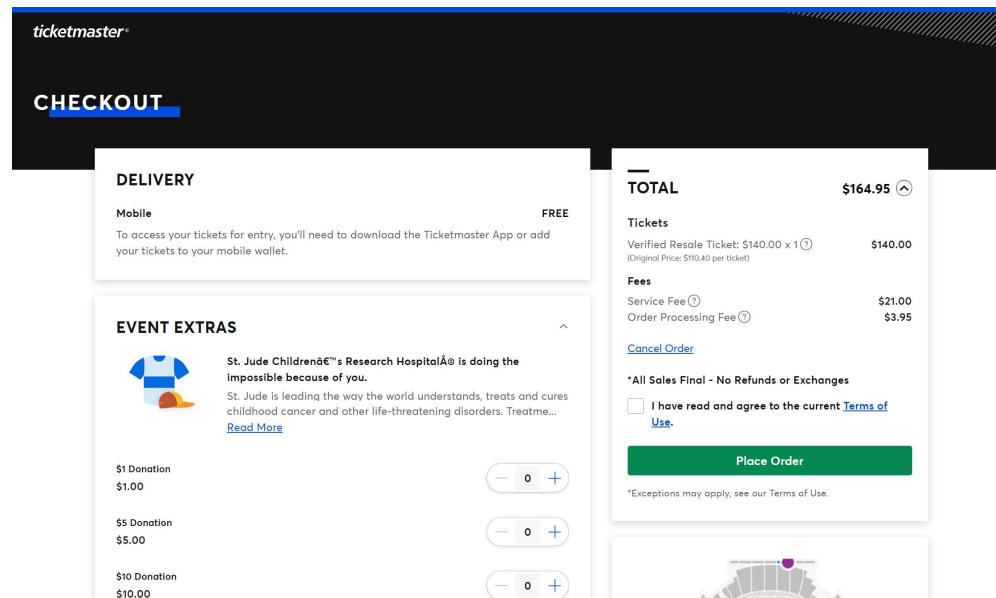
16 50. Next, customers are shown that the "lowest price" single ticket available is in Section 312,
17 Row 1, listed at **\$161.00**. The screen also shows that "Price includes fees (before taxes if applicable). An
18 order processing fee of up to \$3.95 may be added to each order."



1 51. Upon clicking on that ticket, customers are shown a subsequent screen which displays the
 2 subtotal as **\$164.95**. As with the previously discussed events, there is no explanation given for the price
 3 increase on this screen.



15 52. When the consumer clicks the “Next” button, they are taken to the final checkout screen,
 16 where the total price is \$164.95, which includes \$140 in ticket price, \$21 in “Service Fee”, and \$3.95 for
 17 an “Order Processing Fee.” This final checkout screen is the first time the consumer can see the amount
 18 and applicability of the “Order Processing Fee.”



53. As shown, Defendants' general practice when selling tickets to events at many New York venues is not to disclose the "total cost" including "all ancillary fees that must be paid in order to purchase the ticket" "prior to the ticket being selected for purchase" as required by New York Arts & Cultural Affairs Law §25.07. Rather, the initially displayed ticket price is lower than the final total cost, which is only disclosed on subsequent screens on the Website when one or more ancillary Fees are added, increasing the final total cost to an amount greater than the initially displayed ticket price.

54. While the opening screen may provide that “an order processing fee of up to \$3.95 may be added to each order” (amount varying with event), such statements do not comply with New York Arts & Cultural Affairs Law § 25.07. Any such reference does not comply with § 25.07, *inter alia*, as (1) through use of the word “may”, the reference to the order processing fee is presented as an uncertainty, when Defendants, who control and program the Website, already know that it will be imposed, but do not include the ancillary fee in the listed ticket price; (2) “the total cost of the ticket, inclusive of all ancillary fees” must be listed on the opening ticket listing screen; (3) “the price of the ticket shall not increase during the purchase process”, and; (4) the reference is in small in descript text, in contrast to the ticket price which is prominently featured in larger, bold and colored font to stand out and be far more noticeable to the consumer.

55. Recent cases in New York federal courts have upheld similar claims made against other company defendants. *See, Vassell v. SeatGeek, Inc.*, 2025 WL 240912, *12 (E.D.N.Y., Jan. 17, 2025) (denying motion to dismiss because “plaintiffs suffered economic harm as a result of defendant’s alleged unlawful failure to disclose ‘the total cost of the ticket… in a clear and conspicuous manner’ at the ‘first point that ticket prices [were] displayed on their website.’”); *Berryman v. Reading International, Inc.*, 2025 WL 315403 (S.D.N.Y., Jan. 28, 2025) (denying motion to dismiss even though defendant’s website discloses the service fee on a page prior to the final “order confirmation” page because the fee was not disclosed prior to the ticket being selected for purchase, as required by § 25.07(4)).

CLASS ALLEGATIONS

56. Plaintiffs bring this action on their own behalf and on behalf of all other similarly situated as a class action pursuant to California Code of Civil Procedure § 382 and any other applicable rule of civil procedure. Plaintiff seeks to represent the following putative class:

1 All residents of the United States, except residents of New York state, who purchased
 2 tickets through Defendants' Website(s) to an event venued in New York state, and were
 3 charged one or more ancillary Fees that were not included in the total price listed on the
 initial ticket listing page for the event on the Website(s), during the Class Period.

4 (the "Class").

5 57. In the alternative, Plaintiffs seek certification of a California subclass defined as

6 All residents of California, who purchased tickets through Defendants' Website(s) to an
 7 event venued in New York state, and were charged one or more ancillary Fees that were
 8 not included in the total price listed on the initial ticket listing page for the event on the
 Website(s), during the Class Period.

9 (the "California Subclass").⁵

10 58. The "Class Period" begins on August 29, 2022, and continues through August 11, 2025.

11 59. Specifically excluded from the Class are: (a) any officers, directors or employees of
 12 Defendants; (b) any judge assigned to hear this case (or spouse or immediate family member of any
 13 assigned judge); (c) any employee of the Court; (d) any juror selected to hear this case; and (e) any
 14 attorneys of record and their employees. .

15 60. Plaintiffs reserve the right to amend or modify the class definition(s) with greater
 16 specificity, by further division into subclasses, and/or by limitation to particular issues.

17 61. This action may be certified as a class action under California Code of Civil Procedure §
 18 382 and/or any other applicable rule of civil procedure because it satisfies all requirements of rules
 19 governing class certification including any numerosity, commonality, typicality, adequacy, and
 20 superiority requirements.

21 62. **Numerosity.** The Class's members are so numerous that joinder of each individual class
 22 member would be impracticable and unfeasible, and the disposition of their claims as a class will benefit
 23 the parties, the Court, and the interests of justice. Upon information and belief, Defendants sells
 24 approximately 500 million tickets per year in the United States. Defendants likely sell 30 million or more
 25 tickets to events in New York State each year. The class certainly contains many thousands of individuals
 26 who do not reside in New York but purchased tickets for events that were venued in New York state. The
 27 precise number of the Class Members should be readily available from a review of Defendants' business

28 ⁵ All references to the Class herein also apply to the California Subclass.

1 records but is expected to exceed 5,000 persons.

2 63. **Ascertainability**. The proposed Class is ascertainable from objective criteria. Specifically,
 3 on information and belief, Defendants maintain business records, which include the names, contact
 4 information, e-mail addressess and other identifying information of members of the proposed Class, from
 5 which all members of the Class could be notified. Among other things, in order to purchase tickets on
 6 the Websites, Class members must establish an online account with Defendants. On information and
 7 belief, Defendants maintain sales records for account holders that show the ticket prices and ancillary
 8 Fees charged on ticket transactions made within the Class Period, including the identity, address, and e-
 9 mail address of the purchaser. All Class members are persons with Ticketmaster and/or Live Nation
 10 accounts.

11 64. **Commonality and Predominance**. There is a well-defined community of interest among
 12 the Class Members and common questions of both law and fact predominate over questions affecting
 13 individual members. These common legal and factual questions include, but are not limited to, the
 14 following:

- 15 a. Whether Defendants failed to disclose the total cost of the ticket to Class Members,
 16 including all ancillary fees, prior to the tickets being selected for purchase in
 17 violation of New York Arts & Cultural Affairs Law § 25.07(4);
- 18 b. Whether the displayed price of Defendants' tickets increases during the Class
 19 members' purchase process in violation of New York Arts & Cultural Affairs Law
 20 § 25.07(4);
- 21 c. Whether Defendants failed to disclose all service charges and ancillary fees to
 22 members of the Class in a clear and conspicuous manner in violation of New York
 23 Arts & Cultural Affairs Law § 25.07(4); and
- 24 d. The relief due to members of the Class, including statutory damages and injunctive
 25 relief.

26 65. **Typicality**. Plaintiffs' claims are typical of those of the Class Members in that they arise
 27 out of the same course of conduct of Defendants, who have policies and practices of deceptive pricing
 28 that violate § 25.07(4). Plaintiffs' claims are further typical in that Plaintiffs seek the same relief as all

1 other Class Members and under the same theories of recovery. The effort Plaintiffs undertake to pursue
 2 their own claim will significantly benefit the Class Members because of the identical nature of the issues
 3 across the Class. Unless corrected and enjoined, Plaintiffs, like other Class members, remain at risk of
 4 further violations of the practices described.

5 66. **Adequacy of Representation.** Plaintiffs will fairly and adequately represent and protect
 6 the interests of the members of the Class. Plaintiffs share a common interest with the Class Members,
 7 with respect to the conduct of the Defendants herein and redress of injury. Plaintiffs have suffered an
 8 injury-in-fact as a result of the conduct of the Defendants, as alleged herein. Plaintiffs have retained
 9 counsel who are competent and experienced in the prosecution of complex consumer fraud and class
 10 actions. Plaintiffs and their counsel intend to prosecute this action vigorously and faithfully for the benefit
 11 of the Class Members. Plaintiffs have no interests contrary to the Class Members, and will fairly and
 12 adequately protect the interests of the Class.

13 67. **Community of Interest.** The proposed Class has a well-defined community of interest in
 14 the questions of fact and law to be litigated. The common questions of law and fact are predominant with
 15 respect to the liability issues, relief issues and anticipated affirmative defenses. The named Plaintiffs have
 16 claims typical of the Class Members.

17 68. **Superiority.** The certification of the Class in this action is superior to the litigation of a
 18 multitude of cases by members of the putative Class. Class adjudication will conserve judicial resources
 19 and will avoid the possibility of inconsistent rulings. Moreover, there are members of the Class who are
 20 unlikely to join or bring an action due to, among other reasons, their reluctance to spend large sums of
 21 time and/or money to recover what may be a relatively modest individual recovery. Equity dictates that
 22 all persons who stand to benefit from the relief sought herein should be subject to the lawsuit and hence
 23 subject to an order spreading the costs of the litigation among the class members in relationship to the
 24 benefits received. The damages and other potential recovery for each individual member of the Class are
 25 modest relative to the substantial burden and expense of individual prosecution of these claims.

26 69. A class action is also superior because Defendants' common Terms of Use (effective date
 27
 28

1 July 2, 2021)⁶ that was in effect when class members' claims accrued, contain a common arbitration
 2 clause which has been found to be unconscionable and unenforceable. *See Heckman v. Live Nation*
 3 *Entertainment, Inc.*, 120 F.4th 670 (9th Cir. 2024). The Court in *Heckman* further confirmed that
 4 Defendants' arbitration clause did not contemplate bilateral arbitration for consumers, was not preempted
 5 by the FAA and therefore California's *Discovery Bank* rule prohibiting class action waivers applied. *Id.*
 6 at 689 ("We also hold, based on an alternate and independent ground, that the application of California
 7 unconscionability law to the arbitration agreement at issue here is not preempted by the FAA. We agree
 8 with our concurring colleague that the FAA simply does not apply to and protect the mass arbitration
 9 model set forth in Ticketmaster's Terms and New Era's Rules. Because the FAA does not apply, the rule
 10 of *Discover Bank v. Superior Court*, 36 Cal.4th 148, 30 Cal.Rptr.3d 76, 113 P.3d 1100 (2005), governs
 11 the case before us. In *Discover Bank*, the California Supreme Court held that class action waivers in
 12 consumer contracts of adhesion are unconscionable under California law. *Id.*, 30 Cal.Rptr.3d 76, 113 P.3d
 13 at 1110).

14 70. In the alternative, the above-referenced Class may be certified because:

- 15 a. The prosecution of separate actions by the individual members of the Class would
 16 create a risk of inconsistent or varying adjudication with respect to individual Class
 17 members' claims which would establish incompatible standards of conduct for
 18 Defendants;
- 19 b. The prosecution of separate actions by individual members of the Class would
 20 create a risk of adjudications which would as a practical matter be dispositive of
 21 the interests of other members of the Class who are not parties to the adjudications,
 22 or which would substantially impair or impede the ability of other members to
 23 protect their interests; and

24
 25
 26 ⁶ Found at https://help.ticketmaster.com/hc/en-us/articles/10468830739345-Terms-of-Use?_gl=1*1d9abe0*_gcl_au*NjEzNDAzNjQ1LjE3MzM1MDMwNDk.*_ga*MjEzNjU3Njk4MS4xNzE2NTgyNzM5*_ga_C1T806G4DF*MTczODYyMzc1NS45NC4xLjE3Mzg2MjY3MjIuMjAuMC4w*_ga_H1KKSGW33X*MTczODYyMzc1NS44Mi4xLjE3Mzg2MjY3MjEuMjEuMC4w&_ga=2.192195242.1662087761.1738606630-2136576981.1716582739 . (last accessed February 3, 2025)

c. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the Class.

FIRST CAUSE OF ACTION

Violation of the New York Arts & Cultural Affairs Law § 25.01 *et seq.*

71. Plaintiffs incorporate all preceding allegations as if fully set forth herein.

72. Plaintiffs bring this claim individually and on behalf of all members of the Class.

73. Defendants engaged in the above-described practices during the Class Period which caused injury and loss to Plaintiffs and the Class.

74. At all times during the Class Period, Defendants sold tickets to events venues in New York state on their online Websites and platforms to consumers throughout the United States, including members of the Class, in a common manner where all ancillary Fees (including but not limited to order processing fees, service fees, delivery fees, order processing fees, facility fees and/or other fees) were not fully disclosed by Defendants on the first Website screen offering the tickets at a specific selling price. Instead, Defendants only disclosed the ancillary Fees being added to the final price on subsequent Website screens and/or disclosures. Distinct violations of New York Arts & Cultural Affairs Law § 25.01 *et seq.* resulted from each ticket sold to Class members in this manner.

75. Pursuant to New York Arts & Cultural Affairs Law § 25.07(4), both Defendants operate “platform[s] that facilitates the sale or resale of tickets.” This includes the Websites.

76. Pursuant to § 25.07(4), Defendants have a statutory obligation to “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” at the first point that ticket prices are displayed on their website.

77. Defendants, through their failure to disclose the “total cost of a ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket” until after a ticket is selected for purchase, have violated New York Arts & Cultural Affairs Law § 25.07(4) with respect to each ticket sale by Plaintiffs and members of the Class during the Class Period.

1 78. Moreover, Defendants violated § 25.07(4) by increasing the total cost of tickets during the
 2 purchase process with respect to Plaintiffs' and each Class members' ticket purchase(s) to an event venued
 3 in New York state.

4 79. Furthermore, Defendants violated New York Arts & Cultural Affairs Law § 25.07(4) by
 5 failing at the first stage to "disclose in a clear and conspicuous manner the portion of the ticket price stated
 6 in dollars that represents a service charge, or any other fee or surcharge to the purchaser."

7 80. Defendants' added "Fees", including but not limited to the order processing fee, constitute
 8 an "ancillary fee[] that must be paid in order to purchase the ticket." § 25.07(4).

9 81. Plaintiffs and members of the Class purchased tickets to events venued in New York state
 10 through Defendants' websites and were forced to pay one or more of Defendants' added ancillary Fees,
 11 including order processing fees, in order to secure their tickets. The ancillary Fees imposed by Defendants
 12 were mandatory charges imposed by Defendants and not subject to individual negotiation. Plaintiffs and
 13 the Class were harmed by paying at least one added ancillary Fee charge that was not disclosed to
 14 Plaintiffs at the beginning of the purchase process, which is deceptive conduct and unlawful pursuant to
 15 New York Arts & Cultural Affairs Law § 25.07(4). Defendants' above-described conduct injured and
 16 damaged Plaintiffs and each member of the Class each time they purchased a ticket to an event venued in
 17 New York during the Class Period.

18 82. Indeed, this is precisely the type of pricing deception the statute was designed to prevent.
 19 The Division of Licensing Services, in response to an inquiry from ticketing websites about the scope of
 20 the statute, stated clearly that "the ticket purchasing process begins once a consumer visits a ticket
 21 marketplace and first sees a list of seat prices" and that "[f]rom the moment the prospective purchaser
 22 assesses the... ticket lists through the final payment ... there should be no price increases to the purchaser
 23 for the ticket itself."⁷

24 83. Plaintiffs, on behalf of themselves and the Class, seek to enjoin the unlawful acts and
 25 practices described herein; to recover monetary relief including statutory damages of fifty dollars per
 26 violation; to recover reasonable attorneys' fees and costs; and for all other relief that is just and equitable

27
 28 ⁷ See N.Y. Dep't of State, Div. Licens. Servs., Request for Additional Guidance – New York State
 Senate Bill S.9461, (Oct. 24, 2022).

1 under the circumstances and allowed by law. *See* N.Y. Arts & Cult. Aff. Law § 25.33.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs, individually and on behalf of all other similarly aggrieved persons in
4 the Class, pray for judgment against Defendants as follows:

5 1. For an order certifying that the action may be maintained as a class action on behalf of the
6 above-defined Class (or alternatively, the California Subclass) and appointing Plaintiffs
7 and their undersigned counsel to represent the Class in this litigation;

8 2. For an order declaring that the acts and practices of Defendants constitute violations of the
9 statute referenced herein and enjoining such practices;

10 3. For an order finding in favor of Plaintiffs and the Class;

11 4. For monetary relief, including statutory damages in amounts to be determined;

12 5. For prejudgment interest on all amounts awarded;

13 6. For injunctive relief as pleaded or as the Court may deem proper;

14 7. For an award of reasonable attorneys' fees and costs; and

15 8. For such other and further relief as the Court may deem just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand a jury trial of their individual and Class claims to the extent authorized
18 by law.

19 Respectfully submitted,

20 ZIMMERMAN REED, LLP

21 Date: November 5, 2025

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