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**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
04/18/2022
Clerk of the Court
BY: KAREN VALDES
Deputy Clerk

Attorneys for Plaintiff Thomas Backer, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-22-599227

THOMAS BACKER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

GAMETIME UNITED, INC.; and DOES 1
through 20, inclusive,

Defendant.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Violations of California Business and Professions Code §§ 17500, *et seq.*;
2. Violations of California Business and Professions Code §§ 17200, *et seq.*; and
3. Violations of California's Consumers Legal Remedies Act, Civil Code § 1750

DEMAND FOR JURY TRIAL

1 Plaintiff Thomas Backer, individually and on behalf of all others similarly situated,
2 brings this Class Action against Defendant Gametime United, Inc. and DOES 1 through 20
3 (“Defendants” or “Gametime”). Plaintiff, by and through counsel, make the following
4 allegations pursuant to the investigation of counsel and based upon information and belief,
5 except as to allegations specifically pertaining to himself, which are based on personal
6 knowledge:

7 **NATURE OF ACTION**

8 1. Defendant Gametime lures consumers into purchasing tickets for sporting
9 events, concerts, and live shows from its website and mobile application by advertising
10 artificially low ticket prices while hiding the amount of fees it charges for each sale.
11 Specifically, Gametime advertises misleading ticket prices that do not include added fees. Only
12 at checkout does Gametime for the first time list a total amount that includes hidden fees—after
13 consumers have already selected seats at a lower advertised price (that does not include fees),
14 created a Gametime account or entered login credentials, entered credit card information, and
15 made the decision to buy. Further, rather than itemizing those fees at checkout, the amount of
16 additional fees included in the total purchase price is hidden in a separate link.

17 2. Because Gametime intentionally hides additional fees in a separate link that is
18 not automatically presented to customers as part of the transaction, reasonable consumers are
19 drawn in by deceptively low ticket prices advertised in an initial search, and then proceed
20 through check out without ever becoming aware of the amount of fees that have automatically
21 been included in the total price.

22 3. Even if a customer does go through the additional effort of identifying and
23 clicking on the pricing details link, many consumers, now invested in the decision to buy,
24 nonetheless buy at the inflated price, even though that was not what they thought they had
25 bargained for.

26 4. By hiding added fees in a link at the very last step of the sale, Gametime has
27 raked in millions of dollars in ticket sales and in hidden additional fees at the expense of
28 consumers drawn in by artificially low ticket prices.

1 12. Defendant Gametime is a corporation organized and existing under the laws of
2 the State of Delaware, doing business in the State of California, with its headquarters in the
3 City and County of San Francisco.

4 13. Plaintiff is unaware of the true names or capacities of the defendants sued herein
5 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
6 Complaint and serve such fictitiously named defendants once their names and capacities
7 become known.

8 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
9 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
10 at all relevant times.

11 15. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
12 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
13 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
14 are legally attributable to the other defendant.

15 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the
16 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
17 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
18 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
19 the official policy of Defendants.

20 17. At all relevant times, Defendants, and each of them, acted within the scope of
21 such agency or employment, or ratified each and every act or omission complained of herein.
22 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
23 each and all the other Defendants in proximately causing the damages herein alleged.

24 18. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

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GENERAL ALLEGATIONS

Gametime’s “Bait-and-Switch” Pricing Scheme

19. Gametime is one of the many online ticket exchange websites that offer consumers the ability to purchase tickets for sports, concerts, and other live entertainment events.

20. Consumers can use the Gametime website (gametime.co) to search for and purchase tickets to events happening across the country.

21. Gametime advertises artificially low ticket prices to gouge consumers with hidden added fees through a deceptive bait-and-switch scheme that misleads consumers as to the actual price of tickets purchased through Gametime’s website or mobile application.

22. Gametime charges additional fees above and beyond the advertised prices of the tickets sold on their website and mobile application. These hidden fees are not disclosed when the initial ticket price is displaced. In fact, Gametime does not disclose these fees to consumers until the very last step in the purchase—after the consumer has already gone through several steps to commit to the purchase by searching for tickets, selecting seats, creating or logging into a Gametime account, and making the decision to buy.

23. To make matters worse, even at the point of purchase, Gametime still does not disclose the amount of additional fees charged in its mobile application. Instead, Gametime’s mobile application displays only a total purchase price that includes both the ticket price and the fees. Consumers are required to either click on an additional link to find out the amount of additional fees assessed.

24. Even if a consumer does go through the additional effort of identifying and clicking on the additional link, Gametime merely lists a total amount that it claims represents “fees.” At no point are the fees itemized or broken down.

25. The fees, unlike taxes or standard shipping fees, are not a set fee amount or even a set percentage on every purchase. Instead, they can range from approximately 30% to 166% of the ticket cost. Since the fees range dramatically, consumers cannot predict the amount of

1 the fee that will be added to the total amount until after they have already gone through several
2 steps and made the decision to buy.

3 26. Because Gametime’s ambiguous fees are not based on a standard fee amount or
4 even a set percentage, they are unlikely to be accurately anticipated by consumers—unlike
5 taxes or standard shipping fees.

6 27. The fact that the amount of fees varies and the breakdown of what the fees are
7 for is never disclosed suggests that the total fees are not tethered to any actual service or
8 expense. Therefore, it can be inferred that the fees do not compensate Gametime for any
9 particular service or any particular expense, and that the fees are pure profit-generators.

10 28. Gametime never discloses to consumers that the fees it assesses on tickets are
11 purely profit generators. It intentionally omits this important information.

12 29. Gametime’s deceptive pricing scheme is accomplished in the manner depicted
13 below.

14 30. On the Gametime website, ticket pricing is advertised during the consumer’s
15 initial search for tickets. For example, a consumer seeking to purchase tickets for the 76ers
16 versus Lakers basketball game on March 23, 2022 would see tickets advertised at \$93 per
17 ticket:

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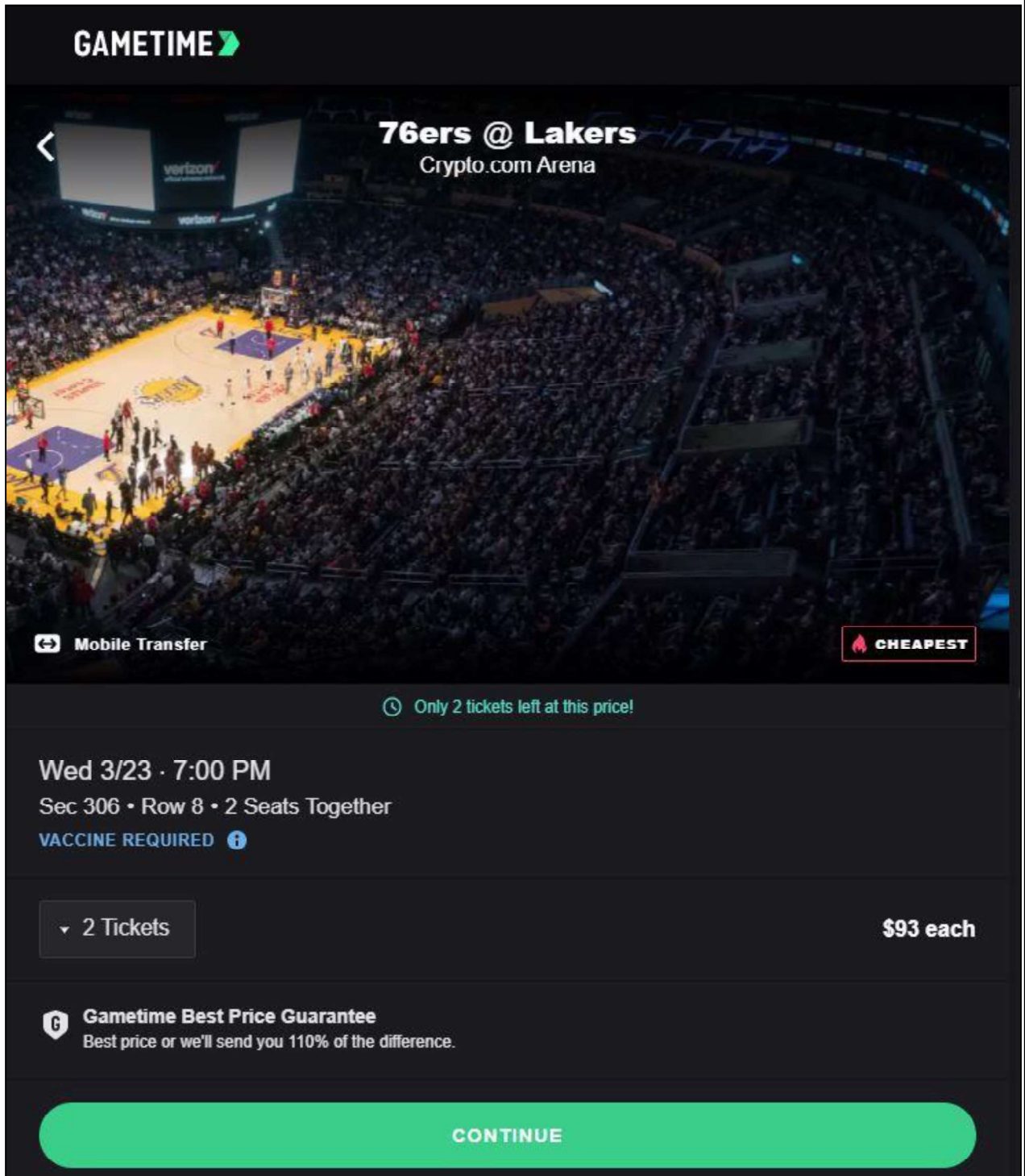
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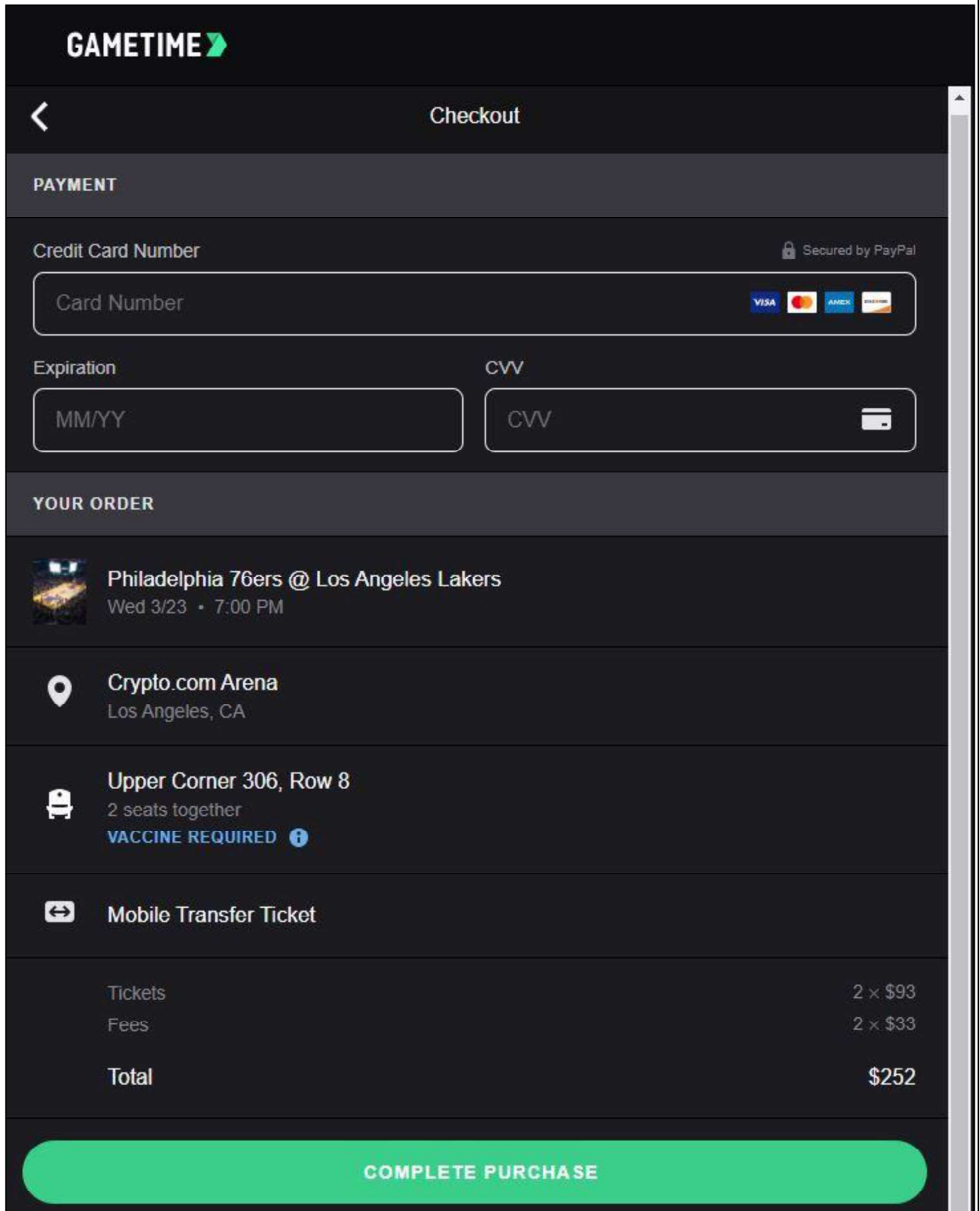
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32. After clicking the “Continue” button, consumers are required to either login to an account, or to create one by entering their email address.

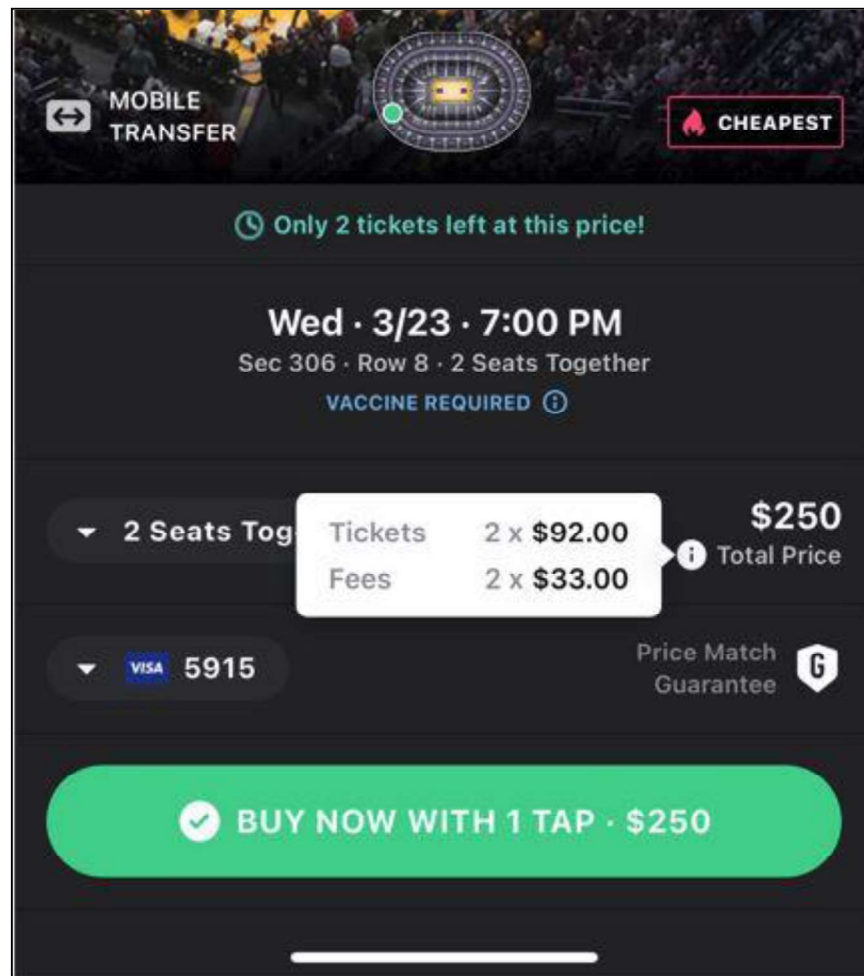
33. Only then, after a consumer logs in into their account or creates one, is the total price displayed. In the example above, the price of two \$93 tickets becomes \$252. The fees are not itemized or disclosed at any time before on a traditional computer browser.:



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34. On Gametime’s mobile application, the additional fees are not itemized or disclosed at all unless a consumer selects the “i” symbol next to the total price at check out, several steps into the buy-flow process:

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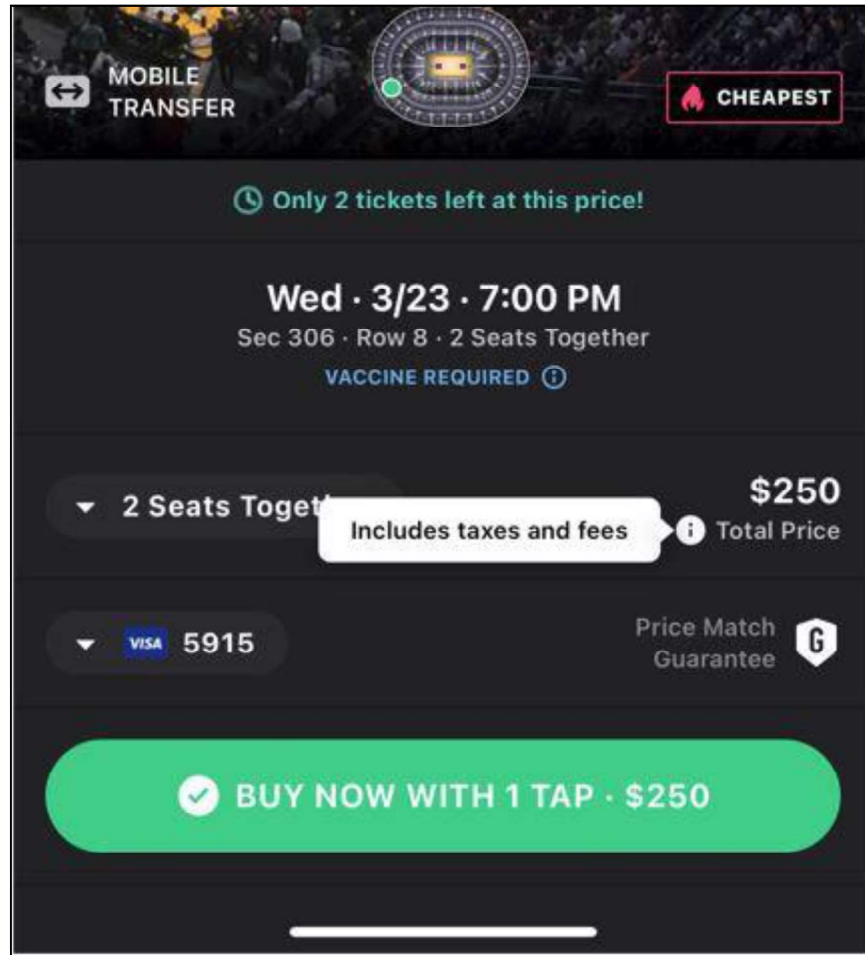


35. The fees that make up the total fees charged are never delineated.

36. Therefore, by the time consumers are confronted with a total price that includes added fees, they have already taken several steps to commit to the transaction, including searching for tickets, selecting seats, creating or logging into an account, making the decision to buy, and entering their credit card information. And, in order to see the amount of fees in Gametime's mobile application, consumers are required to take the additional step of identifying and clicking the "i" symbol next to the total price.

37. What's worse, the only time Gametime offers consumers the option of "all-in-pricing" in its mobile application, but the option is not accessible until *after* a consumer makes an account. Even when consumers download Gametime's mobile application and take the additional step of changing the default settings so that prices are shown with taxes and fees

1 included,¹ the breakdown of what Gametime is charging for the ticket versus what it is charging
2 as “taxes and fees” is completely erased:



19 38. In essence, Gametime’s pricing scheme is a classic form of “bait-and-switch”
20 advertising.

21 39. In a bait-and-switch scheme, consumers rely on the deceptive advertising to
22 decide to buy merchandise. Then, even if the deception is revealed after making the additional
23 effort to click on the link, the consumer, now invested in the decision to buy and swept up in
24 the momentum of events, nonetheless buys at the inflated price, despite his or her better
25 judgment. Such false and misleading advertising is actionable under California consumer
26 protection laws.

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28 ¹ This option is not available on a traditional web browser.

1 40. Gametime is a large online retailer that is sophisticated with respect to
2 advertising. Gametime knows (or should know) that its pricing practices operate as a bait-and-
3 switch.

4 41. In fact, Gametime itself states that “the prices you see when you’re searching for
5 the right tickets are what you’ll pay at checkout. Gametime was founded by sports fans who
6 were tired of finding a great deal and becoming emotionally invested in buying certain tickets
7 at a specific price, only to learn that all of the extra fees hadn’t been added in yet. Talk about a
8 buzzkill, right?”²

9 42. Gametime therefore knows perfectly well that consumers are influenced by the
10 ticket prices that are displayed prior to the checkout screen, such as when the consumer
11 searches for tickets and selects seats.

12 43. Gametime also knows that its pricing practices divert business to it that would
13 otherwise have gone to its competitors.

14 44. It is indisputable that the price of tickets sold by Gametime is material.

15 45. It is also indisputable that the fact that the price of tickets advertised by
16 Gametime on its website does not match the total purchase price of the tickets and is material to
17 the consumers to whom the advertising was and is directed.

18 46. The fact that Gametime’s fees are profit generators, rather than intended to
19 compensate it for any particular service or for any particular cost associated with the ticket, is
20 also material to the consumers to whom the advertising was and is directed.

21 47. Unsurprisingly, many consumers have been duped into purchasing tickets from
22 Gametime by its false and misleading pricing practices.

23 48. All consumers who have been enticed into purchasing tickets from Gametime by
24 the pricing practices described in this Complaint have suffered damage as a result of
25 Gametime’s false and misleading pricing practices.

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28 ² <https://gametime.co/blog/the-ins-and-outs-of-pricing-on-gametime>

1 49. The consumers who purchased tickets from Gametime suffered damage in the
2 amount of hidden fees that they paid, in amounts that will be proven at trial.

3 **The National Advertising Division of the Better Business Bureau Recently Condemned**
4 **the Same Advertising Practices Used by Gametime**

5 50. The National Advertising Division (the “NAD”), administered by the Better
6 Business Bureau, monitors national advertising for truth and accuracy.

7 51. Recently, the NAD reviewed one of Gametime’s direct competitors, StubHub,
8 and its identical advertising scheme. Specifically, the NAD reviewed the issue of whether
9 consumers could be misled about the total cost of StubHub’s tickets, including the pricing
10 details of all fees, because the fees are not disclosed when the initial ticket price is displayed.

11 52. Based on its review, the NAD recommended that StubHub disclose the
12 additional fees and taxes applied to each ticket purchased.

13 53. In its recommendation, the NAD emphasized that “the initial advertising
14 interaction between a consumer and an advertiser should be truthful as this initial contact
15 affects consumer behavior and determines whether the consumer will choose to learn more
16 about the product and ultimately make a purchase.”³

17 54. The NAD also noted that consumers seeking to compare prices before making a
18 purchase lacked material information about the fees charged from competing online ticket
19 vendors.

20 55. The NAD has routinely held that information that is material to a claim must be
21 clearly disclosed in close proximity to the claim.

22 56. The NAD also concluded that, if material fees are added to the ticket price at
23 check out, those fees should be disclosed clearly and conspicuously when the initial price is
24 advertised.

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27 ³ See NAD Press Release dated January 16, 2018, available at
28 <https://bbbprograms.org/archive/nad-refers-stubhub-pricing-claims-to-ftc-for-further-review-after-advertiser-declines-to-comply-with-nad-decision-on-disclosures>

Gametime's Pricing Practices Do Not Comply with FTC Guidance

57. Gametime's pricing practices do not comport with FTC guidance on online advertising and sales, further demonstrating that Gametime's practices are deceptive and unfair.

58. In its 2013 publication ".com Disclosures: How to Make Effective Disclosures in Digital Advertising," the FTC makes clear that when advertising and selling are combined on a website or mobile application, and the consumer will be completing the transaction online, disclosures should be provided before the consumer makes the decision to buy—for example, before the consumer "add[s] to shopping cart."⁴

59. In Gametime's case, according to this guidance, the additional fees should be disclosed before the consumer has to select a seat or click "continue." Instead, the fees are not disclosed until the very end of the transaction, after the consumer has already provided his or her information and made the decision to buy.

60. According to the FTC, disclosures that are an integral part of a claim or inseparable from it should not be communicated through a hyperlink. "This is particularly true for cost information . . . [I]f a product's basic cost (e.g., the cost of the item before taxes, shipping and handling, *and any other fees* are added on) is advertised on one page, but there are significant additional fees the consumer would not expect to incur in order to purchase the product or use it on an ongoing basis, *the existence and nature of those additional fees should be disclosed on the same page and immediately adjacent to the cost claim*, and with appropriate prominence." (emphasis added).⁵

61. Instead of following the FTC's practices, Gametime hides its fees behind a hyperlink. Worse, the hyperlinks that Gametime uses do not convey the importance, nature, or relevance of the fee information. According to the FTC, hyperlinks that simply say "more information" or "details" do not adequately disclose the information to which they lead.

⁴ Fed. Trade Comm'n .com Disclosures: How to Make Effective Disclosures in Digital Advertising, at ii, 14 (Mar. 2013), available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf>

⁵ *Id.* at 10.

1 Gametime’s hyperlinks, which are just labeled “i,” do not adequately disclose that they contain
2 information about the fees charged by Gametime.⁶

3 **Named Plaintiff’s Claims**

4 62. Plaintiff has used Gametime to purchase tickets on at least one occasion.

5 63. On March 9, 2022, while residing in California, Plaintiff searched for tickets to a
6 Wizards versus Clippers basketball game.

7 64. Through his search, Plaintiff identified two tickets at the price of \$2 each
8 available through Gametime. Relying on the \$2 price, Plaintiff selected the tickets to purchase.
9 After he selected “Continue,” Gametime prompted him to create an account, which he did.

10 65. Only after Plaintiff selected the tickets, created an account, made the decision to
11 buy, and clicked through Gametime’s platform to the final purchase page did Gametime finally
12 reveal that the total price of his tickets two \$2 tickets was actually \$14.

13 66. Plaintiff did not see the hyperlink to click on to find out more about the fees that
14 inflated the ticket price to \$7 each.

15 67. Plaintiff selected his tickets based on the initial lower price. He relied on the
16 initial lower price in deciding to purchase the ticket. He did not learn of the actual, inflated
17 ticket prices until he reached the final purchase page because Gametime had not disclosed that
18 information to him.

19 68. Even though Plaintiff noticed the actual ticket prices were higher than the prices
20 initially advertised, he purchased the tickets at an inflated price because he had already gone
21 through several steps, including selecting his seats and creating an account.

22 69. The pressure these events, especially having selected a seat at an advertised
23 price with only 2 tickets left at that price, brought to bear on Plaintiff’s judgment and played a
24 substantial role in leading him to purchase the tickets he did, even though the price appeared
25 higher than he expected at checkout.

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28 ⁶ *Id.* at 12.

1 77. Plaintiff is a proper representative of the Class and will fairly represent and
2 protect the interests of the Class because, among other things, Plaintiff's interests do not
3 conflict with the interests of the Class.

4 78. Plaintiff's attorneys are skilled and experienced in complex litigation matters,
5 including class actions.

6 79. Common questions of law and fact exist as to all members of the Class and
7 predominate over questions that impact only individual members of the Class such that there is
8 a well-defined community of interest among the class members. Among the many questions of
9 law and fact common to the Class are the following:

- 10 a. Whether Gametime's pricing practices were and are likely to mislead
11 consumers;
- 12 b. Whether Gametime's representations in the ticket prices displayed on
13 Gametime's website and mobile application were and are false and misleading;
- 14 c. Whether Gametime's knew or should have known that its pricing practices were
15 and are likely to mislead consumers;
- 16 d. Whether Gametime knew or should have known that the ticket prices displayed
17 on its website and mobile application were and are false and/or misleading;
- 18 e. Whether Gametime made and continues to make false or misleading statements
19 of fact concerning ticket prices;
- 20 f. Whether the facts Gametime failed and continued to fail to disclose in its
21 advertising were and are material;
- 22 g. Whether reliance on Gametime's misrepresentations and omissions is presumed;
- 23 h. Whether Gametime's acts alleged herein were unlawful;
- 24 i. Whether consumers suffered and continue to suffer damage as a result of
25 Gametime's acts alleged herein;
- 26 j. The extent of the damage suffered by consumers as a result of Gametime's acts
27 alleged herein;
- 28 k. Whether Gametime's acts alleged herein were and are unfair; and

1 in the aggregate. These amounts have been paid to Gametime by Plaintiff and the Class and
2 should be restored to them.

3 **SECOND CAUSE OF ACTION**

4 **Violations of California Business and Professions Code §§ 17200, *et seq.***

5 85. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
6 though fully set forth herein.

7 86. Gametime has engaged in business acts and practices that, as alleged above,
8 constitute unfair competition in violation of Business and Professions Code §§ 17200, *et seq.*
9 Specifically, Gametime’s acts alleged herein are unfair and likely to deceive the general public,
10 and Gametime’s acts alleged herein are unlawful in that they violate California Business and
11 Professions Code §§17500, *et seq.* (false and misleading advertising), California Civil Code §§
12 1770(a)(9), (13), and (14), and other federal and state statutes and regulations.

13 87. As a result of Gametime’s unfair, fraudulent, and unlawful business practices
14 alleged herein, Plaintiff and the Class have been injured in amounts not less than the amounts
15 they overpaid for tickets due to Gametime’s fees, which amounts have not yet been ascertained
16 but which are believed to exceed the hundreds of thousands, or millions, of dollars in the
17 aggregate. These amounts have been paid to Gametime by Plaintiff and the Class and should be
18 restored to them.

19 88. If Gametime is permitted to continue to engage in the unlawful, unfair, and
20 fraudulent ticket pricing practices described above, its conduct will engender further injury,
21 expanding the number of injured members of the public beyond its already large size, and will
22 tend to render any judgment at law, by itself, ineffectual. Under such circumstances, Plaintiff and
23 the Class have no adequate remedy at law in that Gametime will continue to engage in the
24 wrongful conduct alleged herein, thus engendering a multiplicity of judicial proceedings.
25 Plaintiff and the Class request and are entitled to injunctive relief, enjoining Gametime from
26 continuing to engage in the unfair, unlawful, and fraudulent advertising described herein.

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1 **THIRD CAUSE OF ACTION**

2 **Violations of the California Consumer Legal Remedies Act**

3 89. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
4 though fully set forth herein.

5 90. At all relevant times, Plaintiff was a “consumer” as defined by California Civil
6 Code § 1761(d).

7 91. At all relevant times, Gametime’s tickets constituted “goods” as defined by
8 California Civil Code § 1761(a).

9 92. At all relevant times, Gametime constituted a “person” as defined by California
10 Civil Code § 1761(c).

11 93. At all relevant times, Plaintiff and each of the class members’ purchases of
12 Gametime’s goods constituted a “transaction” as defined by California Civil Code § 1761(e).

13 94. The CLRA provides that it is unlawful to: (i) advertise goods or services with
14 the intent not to sell them as advertised; and (ii) represent that a transaction confers or involves
15 rights, remedies, or obligations which it does not have or involve, or which are prohibited by
16 law. Cal. Civ. Code §§ 1770(a)(9), (14). Gametime’s acts alleged herein violate the CLRA.

17 95. On March 17, 2021, Plaintiff sent the demand letter required under Cal. Civ.
18 Code § 1782 to Gametime via certified mail (first class return receipt requested).

19 96. Plaintiff, on behalf of himself and the Class, seek damages, restitution, an order
20 enjoining Defendant’s unfair or deceptive acts or practices, equitable relief, and an award of
21 attorneys’ fees and costs under Cal. Civ. Code §1780(e).

22 **PRAYER FOR RELIEF**

23 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for
24 judgment against Defendants as follows:


- 25 1. For an order requiring Defendants to restore all monies that Defendants acquired
26 from Plaintiff and the Class as a result of their false advertising and unfair,
27 unlawful, and fraudulent business acts and practices;
28 2. For an order awarding actual and punitive damages;

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- 3. Interest on all such sums restored at the maximum legal rate;
- 4. For an order or orders enjoining Defendants from continuing to employ unfair methods of competition and commit unfair and deceptive acts and practices alleged in this Complaint and any other acts and practices proven at trial;
- 5. For an award of attorneys' fees to Plaintiff's Counsel pursuant to California Code of Civil Procedure § 1021.5 and California Civil Code § 1780(d);
- 6. For costs of suit incurred in this action; and
- 7. For such other and further relief as the Court may deem just and proper.

Dated: April 18, 2022

AEGIS LAW FIRM, PC


By: 
 Fawn F. Bekam
 Attorneys for Plaintiff Thomas Backer

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: April 18, 2022

AEGIS LAW FIRM, PC

By: 
 Fawn F. Bekam
 Attorneys for Plaintiff Thomas Backer

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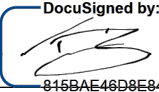
DECLARATION OF THOMAS BACKER

I, Thomas Backer, state and declare:

1. I have personal knowledge of the facts stated herein, and could and would testify competently thereto if sworn as a witness.

2. I am a resident of the County of Orange, State of California. The transaction(s) in which I was involved that give rise to the causes of action in the attached Complaint took place in the County of Orange, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 4/18/2022 at Irvine, California.

DocuSigned by:

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Thomas Backer



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Facsimile: 949.379.6251
www.aegislawfirm.com

March 17, 2022

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Gametime United:

Jenny Tang
130 Sutter Street, Suite 200
San Francisco, CA 94104

Re: Backer v. Gametime United, Inc.

To Whom it May Concern,

Gametime United, Inc. (“Gametime”) is hereby notified that during the period of April 17, 2018 through the present (the “Class Period”), Gametime has violated and continued to violate the provisions of the California Consumer Legal Remedies Act, Civil Code §§ 1750, et seq., with respect to the ticket prices advertised on the Gametime website and mobile application, and the fees added to the price of tickets sold there.

Gametime’s false and deceptive advertising and marketing has affected Plaintiff Thomas Backer and thousands of California consumers (the “Plaintiff Class”), as they have entered into transactions and expended money based upon the false and misleading ticket prices advertised on the Gametime website and mobile application. Specifically, Gametime advertises misleading low ticket prices that do not include added fees. Only at checkout does Gametime for the first time, list a total amount that includes hidden fees—after consumers have already selected seats at a lower advertised price (that does not include fees) and created a Gametime account or entered login credentials, and clicked “continue” to go to checkout. Even then, rather than clearly itemizing those fees at checkout, the amount of additional fees included in the total purchase price is hidden in a separate link.

Further, Gametime’s mobile application’s default setting is to advertise ticket prices without fees. While there is an option to “Show prices with taxes and fees included,” it is only available on Gametime’s mobile application (not its website), and only available after a consumer creates or logs into an account. Once this option is selected, however, the breakdown of what is being charged for the price of the ticket versus the cost of unidentified fees is removed altogether. In addition, Gametime misleads consumers as to the nature and purpose of the fees by falsely describing them as “taxes and fees,” rather than disclosing that the fees are merely profit generators.

These false and misleading claims are set forth in the attached complaint which is incorporated herein and which will be filed in the Superior Court of California for the County of San Francisco in thirty (30) days.

In short, Gametime, in connection with its advertising and marketing of tickets on its

website and mobile application, misleads consumers in violation of Civil Code § 1770(a)(8) and (14).

In addition, Gametime has violated Bus. & Prof. Code §§ 17500, et seq. entitled “False or misleading statements.” This provision provides:

It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised. Any violation of the provisions of this section is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding two thousand five hundred dollars (\$2,500), or by both that imprisonment and fine.

Gametime has also violated Bus. & Prof. Code §§ 17200 by engaging in acts that are unfair, unlawful (in that they violate Bus. & Prof. Code §§ 17500, et seq. and the CLRA), and likely to deceive the public.

Demand is hereby made that Gametime agree, within 30 days of receipt of this Notice, to do and complete the following:

1. Disclosure of True Ticket Prices

Agree to disclose the total ticket price, including fees, on every page of the Gametime website and mobile application which ticket prices appear, instead of only disclosing the total ticket price on the very last page before checkout.

2. Disclosure of the Purpose of Fees

Agree to disclose that the purpose of the fees is to provide a profit for Gametime. If fees serve other purposes, those purposes should be clearly described and itemized.

3. Restitution to the Plaintiff Class

Offer the Plaintiff Class restitution, in an amount to be discussed and agreed to, which shall take into consideration the false and misleading claims and the advertising related thereto. The restitution will need to be paid through a consumer fund, in an amount to be discussed and agreed to by Plaintiff and Gametime. Of course, this would be subject to our review, as Class Counsel, of appropriate financial information related to the sales of all such tickets.

The restitutional component of this case would be in addition to Gametime providing for payment of all costs (including costs of notice and administration of the fund) and reasonable attorneys' fees. If you would like to discuss this matter in more detail, or if Gametime elects to comply with this notice and demand, please contact me immediately. Please be advised that if we do not hear from you by April 16, 2022, we will proceed accordingly.

Very truly yours,
AEGIS LAW FIRM, PC



Fawn F. Bekam

Enclosure(s)
Class Action Complaint