

BURSOR & FISHER, P.A.

L. Timothy Fisher (State Bar No. 191626)
Stefan Bogdanovich (State Bar No. 324525)
Emily A. Horne (State Bar No. 347723)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-mail: ltfisher@bursor.com
sbogdanovich@bursor.com
ehorne@bursor.com

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Plaintiffs,

v.

STUBHUB, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Lisa Alcaraz and Brian Hong (“Plaintiffs”) bring this action on behalf of
2 themselves, and all others similarly situated against StubHub, Inc. (“StubHub” or “Defendant”).
3 Plaintiffs make the following allegations pursuant to the investigation of their counsel and based
4 upon information and belief, except as to the allegations specifically pertaining to themselves,
5 which are based on personal knowledge.

6 **NATURE OF THE ACTION**

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

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

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

22 4. After running over a hundred ticket selection experiments on StubHub.com,
23 Plaintiffs and their counsel discovered StubHub invariably understates the total cost (with
24 estimated fees) of every single ticket quoted at or above \$20 by an exact amount of \$3 per ticket.
25 Every single time. Like clockwork. And for tickets quoted below \$20, StubHub invariably
26 understates their total cost (with estimated fees) by exactly between \$2 and \$3 per ticket. Also
27 every single time. Also like clockwork.

28 5. In other words, StubHub is not estimating anything. It is misrepresenting the price
it claims it can cause tickets to be delivered to customers by a consistent amount. Worse yet, this

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

13 6. For these reasons, Plaintiffs, who purchased tickets from Defendant’s website using
14 the Estimated Fees Filter, assert claims on behalf of themselves and similarly situated purchasers
15 for: (1) violation of California’s Ticket Sale Law, Cal. Bus. & Prof. Code § 22502.2; (2) violation
16 of California’s Unfair Competition Law, Cal. Bus & Prof. Code § 17200, *et seq.*; (3) violation of
17 the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of California’s
18 False Advertising Law, Cal. Bus. & Prof. Code § 1750, *et seq.*; (5) Fraud; and (6) Unjust
19 Enrichment.

20 PARTIES

21 7. Plaintiff Lisa Alcaraz is a resident of San Bruno, California, who has an intent to
22 remain there, and is therefore a citizen of California. In August 2023, Plaintiff Alcaraz purchased
23 two tickets to see The Weeknd from StubHub.com, using Guest Checkout. Prior to her purchase,
24 Plaintiff Alcaraz turned on the Estimated Fees Filter to determine her ticket purchase. Ms. Alcaraz
25 reasonably relied on Defendant’s representations and warranties—as described in detail below—
26 that the initial price presented was the actual price she would eventually pay for the ticket. Ms.
27 Alcaraz saw those representations prior to the time of purchase, and those representations and
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1 warranties were part of the basis of the bargain in that she would not have purchased the ticket, or
2 would not have purchased it on the same terms, if the true facts had been known.

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

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

14 **JURISDICTION AND VENUE**

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

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

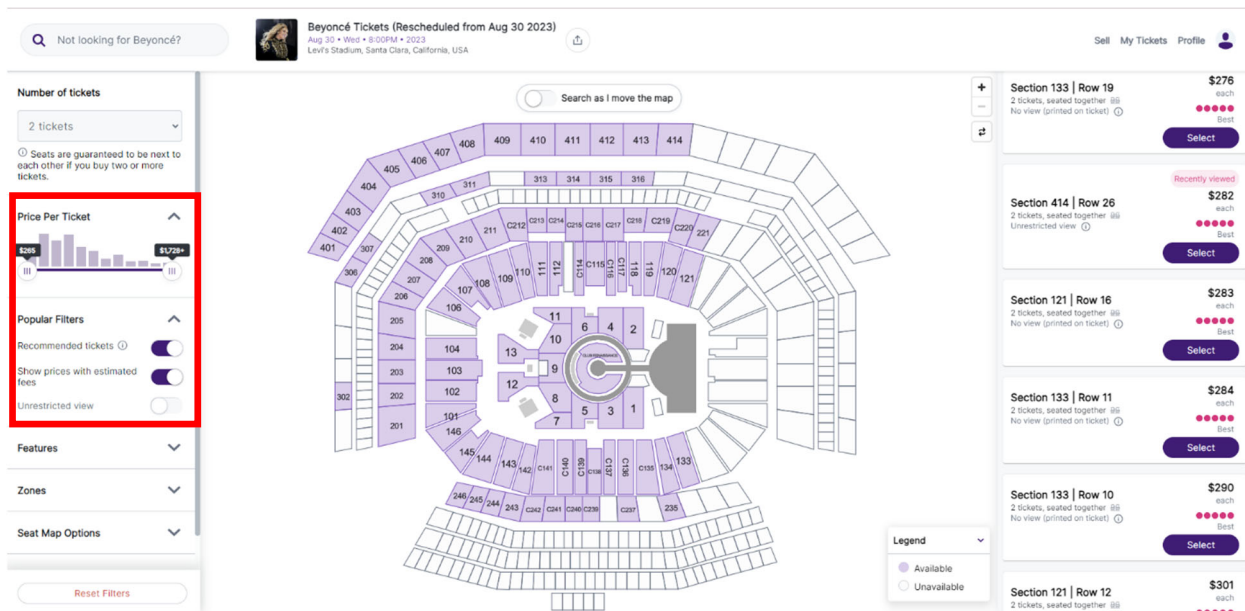
22 12. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
23 transacts significant business within this District and because Plaintiff Alcaraz purchased tickets to
24 see a concert at a stadium in this District.

FACTUAL ALLEGATIONS

Defendant's Checkout Process:

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

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

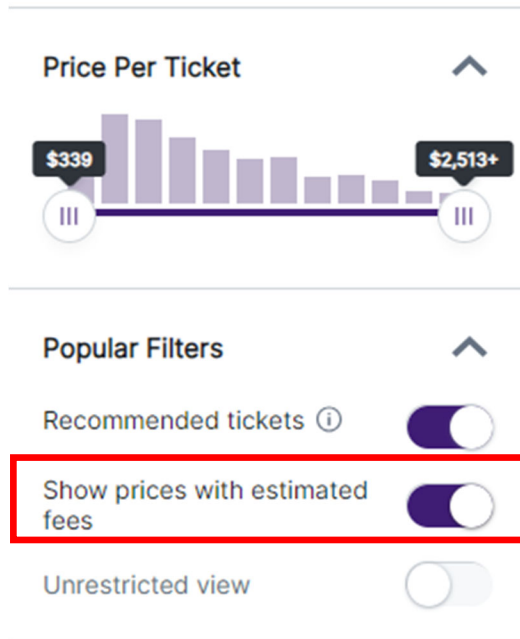


¹ *About Us*, STUBHUB, <https://www.stubhub.com/about> (last visited Jan. 7, 2024).

² *StubHub's fees to sell tickets*, STUBHUB, <https://support.stubhub.com/articles/61000276841-stubhubs-fees-to-sell-tickets> (last visited Jan. 7, 2024).

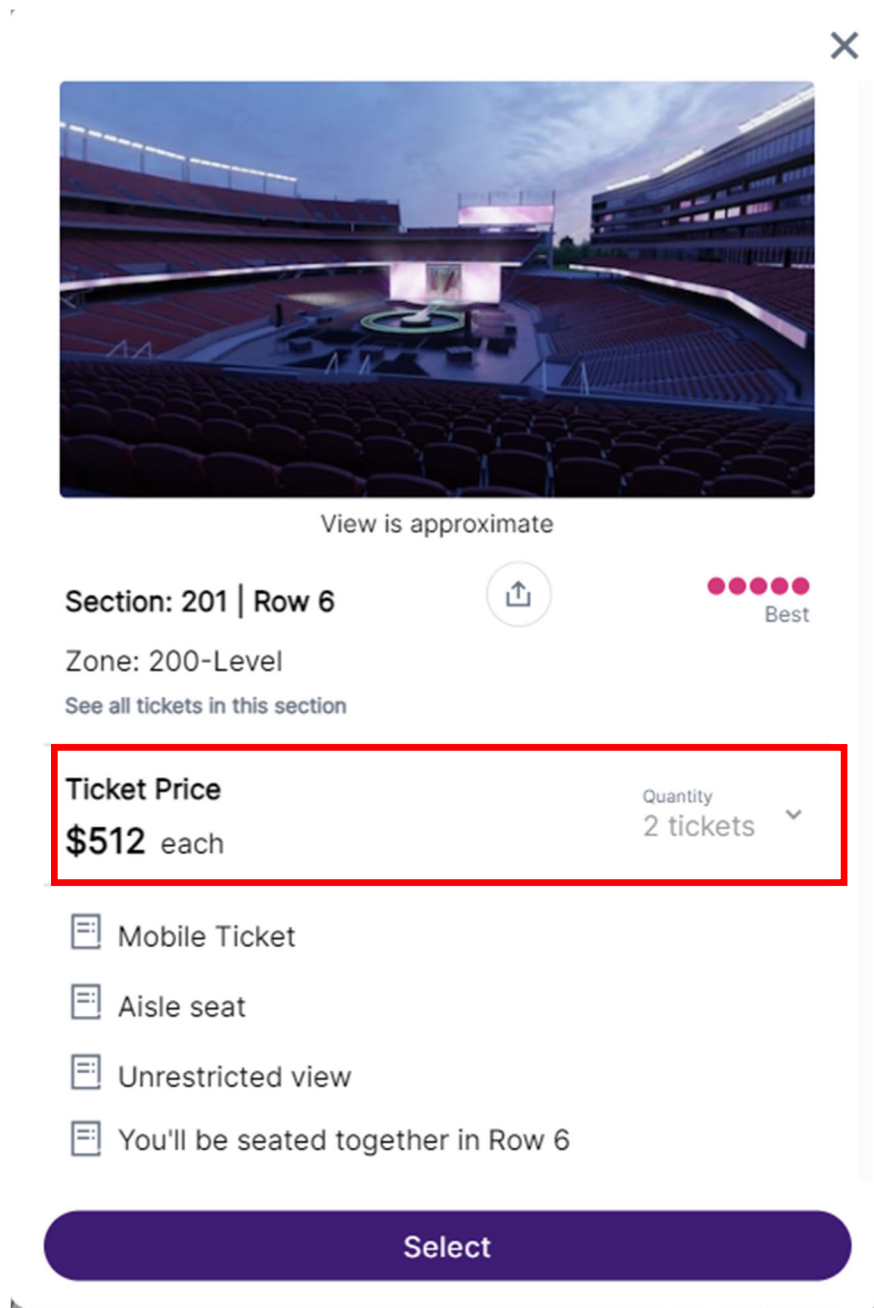
³ eBay Inc., Annual Report (Form 10-K) (Jan. 31, 2020).

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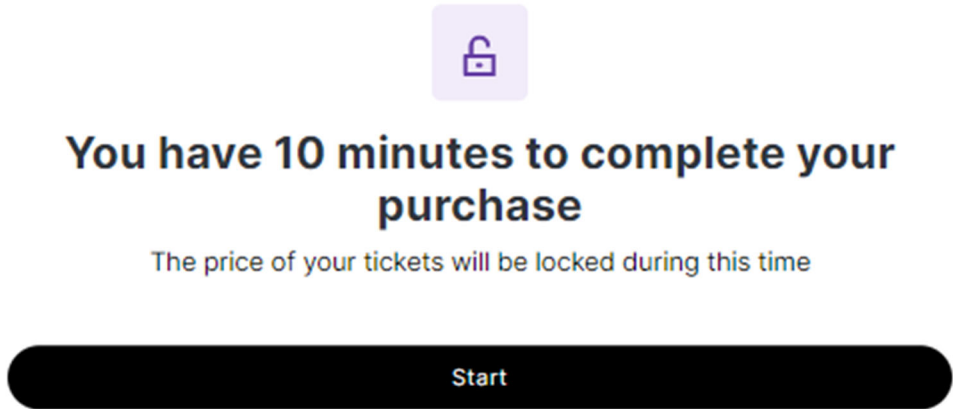
15. When a consumer turns the Estimated Fees Filter on, the ticket prices immediately increase. Thus, when a consumer selects tickets with this filter, the price Defendant lists is purportedly the amount the consumer will pay (e.g., \$512 per ticket to Beyoncé):

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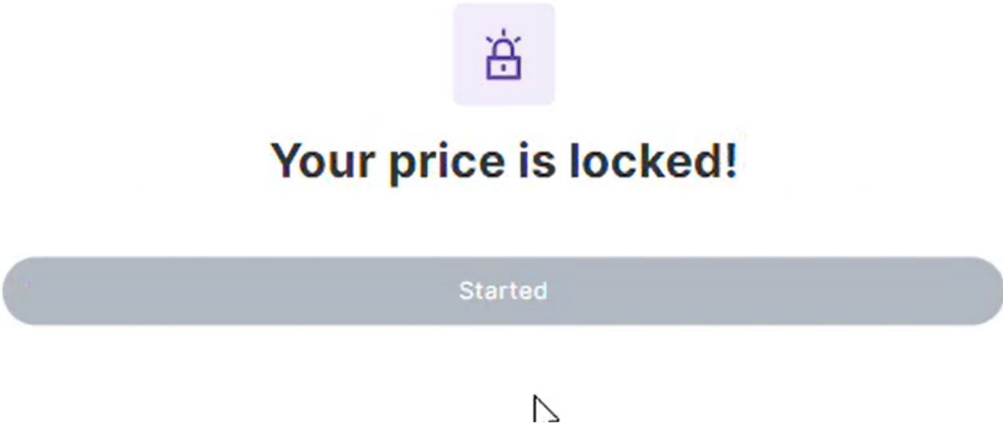


16. Once a consumer selects tickets, she is taken to a page that confirms the event, date, location, time, and seats. Defendant immediately creates a false sense of urgency and scarcity with a large pop-up that appears at the very front and center of the screen telling the consumer she has 10 minutes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

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



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

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StubHub Your Tickets

YOUR EVENT Share

Beyoncé
Beyoncé - Renaissance World Tour

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

Admit: 2 | Section: 201 | Row: 6

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

RECENT ORDERS

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

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

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

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

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

Special Notes

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

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

Please confirm how many tickets you would like to purchase

Number of Tickets: 2

Continue

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

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

07:40 left to complete purchase

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

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20%

YOUR EVENT

AUG 30 2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

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

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

Special Notes

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

ENTER EMAIL

Email

Continue

Continue As Guest

Or sign in with

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

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

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

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

StubHub **Your Details**

20%

YOUR EVENT

AUG 30 2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

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

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

Special Notes

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

CONTACT INFORMATION

Email

Country Code +1 Phone Number

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

Continue

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

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

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

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

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StubHub

Ticket Holder Details

40%

YOUR EVENT

AUG 30
2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

08:35

left to complete purchase ⓘ

Your price is only guaranteed for this time!

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

Special Notes

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

TICKET HOLDER DETAILS

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

First Name

Last Name

Email

Continue

FanProtect™

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

Resell Anytime

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

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

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

StubHub

Delivery

60%

YOUR EVENT

AUG 30
2023
8:00 PM
WED

Beyoncé
Levi's Stadium
Santa Clara, California, USA

08:19

left to complete purchase ⓘ

Your price is only guaranteed for this time!

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

Special Notes

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

DELIVERY

Mobile Ticket ⓘ

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

Continue

FanProtect™

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

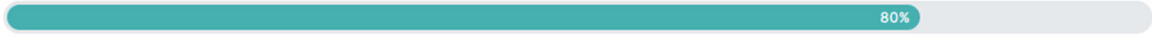
YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

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StubHub **Select Payment**



YOUR EVENT

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

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

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

SELECT PAYMENT

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

YOUR SEATS

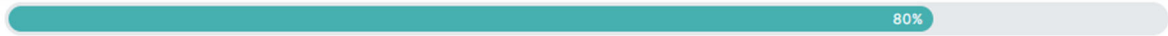
Number of Tickets: 2
SECTION ROW
201 6

Perks
Aisle seat

GIFT CARD Manage

Continue

StubHub **Billing Address**



YOUR EVENT

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

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

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

BILLING ADDRESS

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

YOUR SEATS

Number of Tickets: 2
SECTION ROW
201 6

Perks
Aisle seat
Unrestricted view

Continue

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

StubHub **Payment Details**

80%

YOUR EVENT

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

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

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

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

YOUR ORDER SUMMARY

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

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

YOUR SEATS

Number of Tickets: 2

SECTION	ROW
201	6

Perks

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

TICKET HOLDER DETAILS [Change Details](#)

FIRST NAME

PAYMENT DETAILS

Card Number

Card Holder

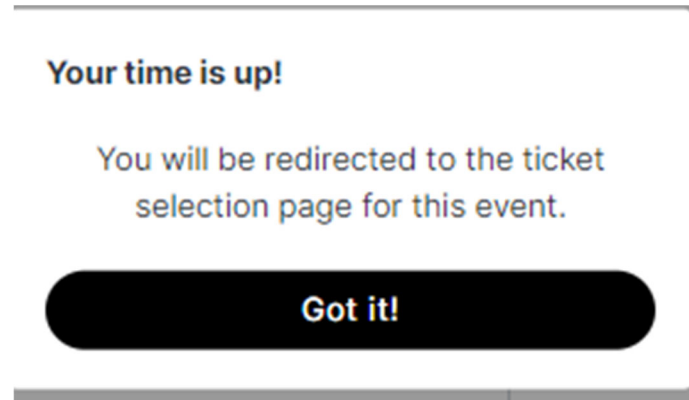
MM / YY CVV

Continue

Great choice! On average, customers paid **\$482** (excluding fees) per ticket for this event on our site - more than the **\$401** (excluding fees) tickets you've selected ⓘ

Your \$401 ticket ⓘ

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



12 **Dark Patterns and Junk Fees:**

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

18 a) **Scarcity:**

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

22 b) **Urgency:**

- 23 i. Creating pressure to buy immediately by showing a fake countdown clock that
24 resets. *See supra* (“**07:40** left to complete purchase ”).

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

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

9 26. The Biden Administration has similarly announced efforts to crack down on junk
10 fees and bring down costs for American consumers by working with federal agencies, Congress,
11 and private companies.⁷ In explaining those efforts, the White House noted that junk fees cost
12 American families tens of billions of dollars each year.⁸ Indeed, the Government Accountability
13 Office found that ticketing companies charge consumers fees averaging 27 to 31 percent of the
14 ticket’s face value.⁹

15 27. Similar efforts are happening on the state level as well. New York enacted a fee
16 transparency law that prohibits these practices in 2022. S.B. 9461. The New York law requires
17 ticket sellers to include all fees up front, so the amount charged at the end of the transaction must
18 be the same as the initial price. California’s Governor Gavin Newsom signed Senate Bill 478 into
19 law in October 2023, which will go into effect July 2, 2024. The California law will ban
20 advertising a price that is less than the actual price that a consumer will have to pay for a ticket.

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

24 ⁶ *Id.*

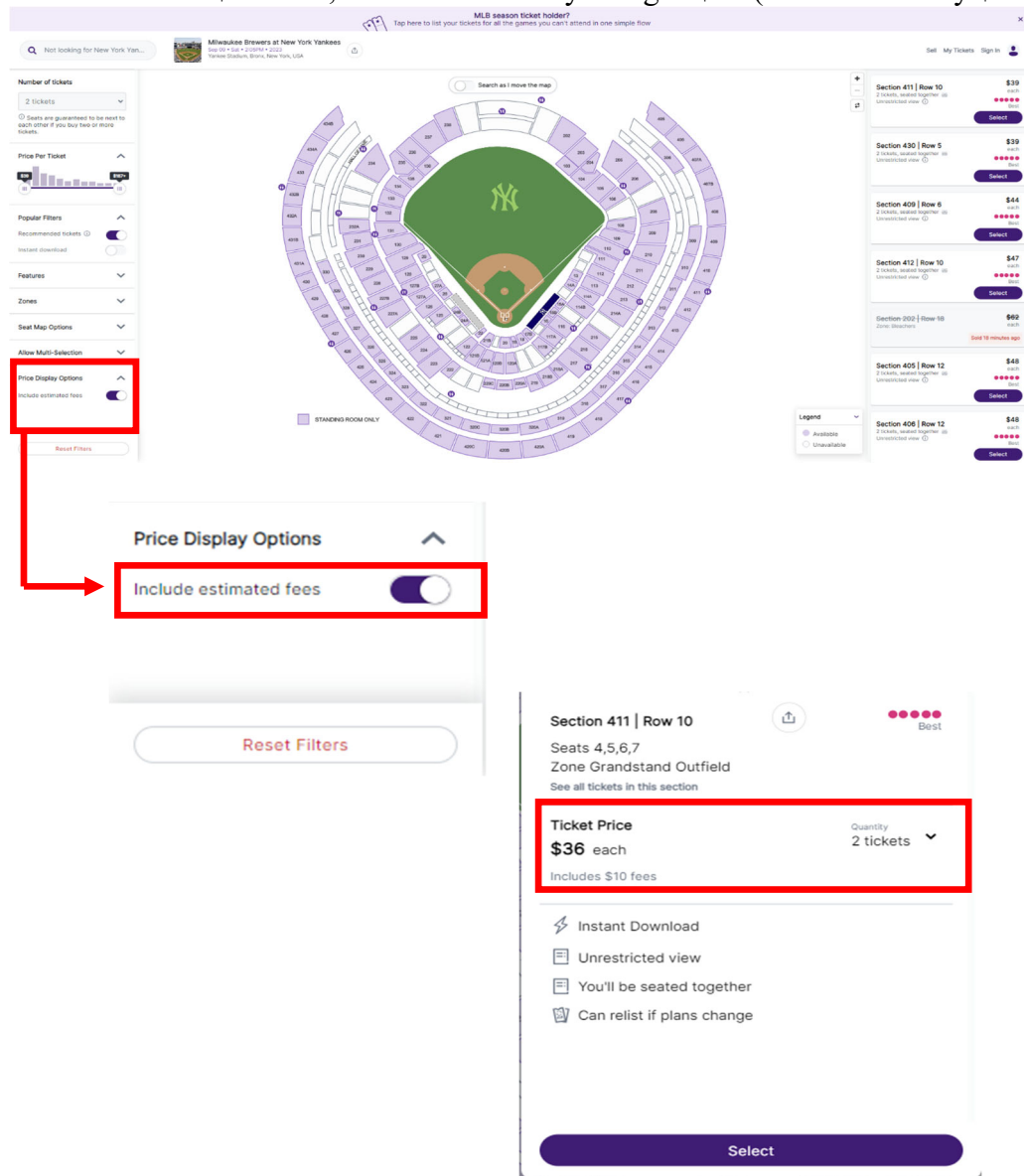
25 ⁷ *Biden-Harris Administration Announces Broad New Actions to Protect Consumers From Billions*
26 *in Junk Fees*, THE WHITE HOUSE (Oct. 11, 2023), [https://www.whitehouse.gov/briefing-](https://www.whitehouse.gov/briefing-room/statements-releases/2023/10/11/biden-harris-administration-announces-broad-new-actions-to-protect-consumers-from-billions-in-junk-fees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

27 ⁸ *Id.*

28 ⁹ *Event Ticket Sales: Market Characteristics and Consumer Protection Issues*, U.S. GOVERNMENT
ACCOUNTABILITY OFFICE (April 2018), <https://www.gao.gov/assets/gao-18-347.pdf>.

1 Tennessee’s Governor Bill Lee signed Senate Bill 1043 into law in May 2023, which went into
 2 effect July 2023 and requires the seller to disclose all costs and fees to the consumer *prior* to
 3 selecting the ticket.

4 28. Moreover, Defendant *knowingly* engages in these dark patterns to lure consumers
 5 into purchasing tickets that ultimately include junk fees via the Estimated Fees Filter. By way of
 6 example, Defendant does not engage in any of the above dark patterns in New York—where it is
 7 required to disclose all fees up front. When a consumer uses the Estimated Fees Filter for *a New*
 8 *York-based event*, Defendant’s initial representations are flawless, and the consumer *pays the price*
 9 *that was first presented*. The below example demonstrates when a consumer selected two New
 10 York Yankees tickets for \$36 each, she was ultimately charged \$72 (which is exactly $\$36 \times 2$):



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StubHub Payment Details

75%

YOUR EVENT

This event is selling fast for New York Yankees ⓘ

SEP 09 2023
2:05 PM
SAT

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

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

08:55 left to complete purchase ⓘ
Your price is only guaranteed for this time!

YOUR ORDER SUMMARY

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

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

YOUR SEATS

Number of Tickets: 2

SECTION	ROW	SEATS
411	10	4-7 ⓘ

Perks

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

Your \$26 ticket ⓘ

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

PAYMENT DETAILS

Card Number

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20 29. Accordingly, Defendant's representations that Defendant accurately presents
21 "estimated fees" are false and misleading. Despite having the ability to properly portray the
22 additional fees up front, Defendant systematically and intentionally misrepresents what Defendant
23 will ultimately charge consumers. That is the type of deceptive behavior that the FTC admonishes,
24 and the New York legislature has acted against.

25 **Violations of California's Ticket Sale Law:**

26 30. Under California Business and Professions Code section 22502.2, it is:

27 unlawful for a ticket seller to represent that he or she can deliver or
28 cause to be delivered a ticket at a specific price or within a specific
price range and to fail to deliver within a reasonable time or by a
contracted time the tickets *at or below* the price stated. (emphasis
added).

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

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

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

CLASS ALLEGATIONS

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

20 35. Plaintiffs also seek to represent a subclass defined as all individuals in the state of
21 California who purchased event tickets from Defendant’s website using the Estimated Fees Filter
22 and Guest Checkout during the applicable statute of limitations period (the “California Subclass”
23 or “Subclass”). Excluded from the Subclass are governmental entities, Defendant, Defendant’s
24 affiliates, parents, subsidiaries, employees, officers, directors, and co-conspirators. Also excluded
25

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

27 ¹¹ *Id.*

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

1 is any judicial officer presiding over this matter and the members of their immediate families and
2 judicial staff.

3 36. **Numerosity.** Members of the Class are so numerous that their individual joinder
4 herein is impracticable. On information and belief, members of the Class number in the hundreds
5 of thousands. The precise number of Class members and their identities are unknown to Plaintiffs
6 at this time but may be determined through discovery. Class members may be notified of the
7 pendency of this action by mail, email, and/or publication through the distribution records of
8 Defendant.

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

20 38. **Typicality.** The claims of the named Plaintiffs are typical of the claims of the Class
21 and Subclass in that the named Plaintiffs and the members of the Class and Subclass sustained
22 damages because of Defendant's uniform wrongful conduct, based upon Defendant failing to
23 disclose the total cost of their tickets throughout the online ticket purchase process.

24 39. **Adequacy.** Plaintiffs are adequate representatives of the Class and Subclass
25 because their interests do not conflict with the interests of the Class or Subclass members they seek
26 to represent, they have retained competent counsel experienced in prosecuting class actions, and
27 they intend to prosecute this action vigorously. The interests of Class and Subclass members will
28 be fairly and adequately protected by Plaintiffs and their counsel.

1 40. **Superiority.** The class mechanism is superior to other available means for the fair
 2 and efficient adjudication of the claims of Class members. Each individual Class member may
 3 lack the resources to undergo the burden and expense of individual prosecution of the complex and
 4 extensive litigation necessary to establish Defendant’s liability. Individualized litigation increases
 5 the delay and expense to all parties and multiplies the burden on the judicial system presented by
 6 the complex legal and factual issues of this case. Individualized litigation also presents a potential
 7 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer
 8 management difficulties and provides the benefits of single adjudication, economy of scale, and
 9 comprehensive supervision by a single court on the issue of Defendant’s liability. Class treatment
 10 of the liability issues will ensure that all claims and claimants are before this Court for consistent
 11 adjudication of the liability issues.

CAUSES OF ACTION

COUNT I

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

12 41. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

13 42. Plaintiffs bring this claim individually and on behalf of the Class and California
 14 Subclass against Defendant.

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

18 44. Defendant violated California Business and Professions Code section 22502.2 by
 19 “represent[ing] that he or she can deliver or cause to be delivered a ticket at a specific price or
 20 within a specific price range and to fail to deliver within a reasonable time or by a contracted time
 21 the tickets at or below the price stated or within the range of prices stated,” as discussed above.
 22 See ¶¶ 15 and 22.

23 45. Plaintiffs purchased tickets on Defendant’s website and were forced to pay
 24 Defendant’s ancillary fee. Plaintiffs were harmed by paying this extra fee, which was not
 25
 26
 27
 28

1 disclosed to Plaintiffs at the beginning of the purchase process, and therefore, is unlawful pursuant
2 to California Business and Professions Code section 22502.2.

3 46. On behalf of themselves and members of the Class and Subclass, Plaintiffs seek to
4 enjoy the unlawful acts and practices described herein, and to recover two times the contracted
5 price of the ticket and reasonable attorney's fees. Cal. Bus. & Prof. Code § 22502.3.

6 **COUNT II**
7 **Violation of California's Unfair Competition Law,**
8 **Cal. Bus. & Prof. Code § 17200, *et seq.***

9 47. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

10 48. Plaintiffs bring this claim individually and on behalf of the Class and Subclass
11 against Defendant.

12 49. California Business and Professions Code § 17200 prohibits "any unlawful, unfair,
13 or fraudulent business act or practice." For the reasons discussed above, Defendant has engaged in
14 unlawful, unfair, and fraudulent business acts or practices in violation of California Business &
15 Professions Code § 17200.

16 50. By committing the acts and practices alleged herein, Defendant has violated
17 California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210 by
18 engaging in unlawful, fraudulent, and unfair conduct.

19 51. Defendant has violated the UCL's proscription against engaging in **Unlawful**
20 **Business Practices** as a result of its violations of California Business and Professions Code section
21 22502.2; California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), (a)(7), and
22 (a)(9); California's False Advertising Law; and additional violations of common law.

23 52. As more fully described above, Defendant's misleading marketing and advertising
24 of the ticket prices are likely to deceive reasonable consumers. In addition, Defendant has
25 committed unlawful business practices by, *inter alia*, making the representations and omissions of
26 material facts, as set forth more fully herein, and violating the common law.

27 53. Plaintiffs and members of the Class and Subclass reserve the right to allege other
28 violations of law which constitute other unlawful business acts or practices.

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

7 55. There were reasonably available alternatives to further Defendant’s legitimate
8 business interests, other than the conduct described herein as noted above.

9 56. Defendant has further violated the UCL’s proscription against engaging in
10 **Fraudulent Business Practices**. Defendant’s claims, nondisclosures, and misleading statements
11 with respect to the ticket prices, as more fully set forth above, were false, misleading, and/or likely
12 to deceive the consuming public within the meaning of Business & Professions Code § 17200.

13 57. Plaintiffs and members of the Class and Subclass suffered a substantial injury by
14 virtue of buying the tickets that they would not have purchased absent Defendant’s unlawful,
15 fraudulent, and unfair marketing, advertising, and omission about the ticket prices, when the
16 Estimated Fees Filter is turned on.

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

19 59. Plaintiffs and the members of the Class and Subclass had no way of reasonably
20 knowing that the tickets they purchased were not as marketed or advertised. Thus, they could not
21 have reasonably avoided the injury each of them suffered.

22 60. The gravity of the consequences of Defendant’s conduct as described outweighs any
23 justification, motive, or reason therefore, particularly considering the available legal alternatives
24 that exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends
25 established public policy, or is substantially injurious to Plaintiffs and the Class and Subclass
26 members.

27 61. Pursuant to California Business and Professions Code § 17203, Plaintiffs and the
28 members of the Class and Subclass seek an order of this Court that includes, but is not limited to,

1 an order requiring Defendant to (a) provide restitution to Plaintiffs and the members of the Class
2 and Subclass; (b) disgorge all revenues obtained as a result of violations of the UCL; and (c) pay
3 Plaintiffs' attorneys' fees and costs.

4 **COUNT III**

5 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**
6 **California Civil Code § 1750, et seq.**

6 62. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

7 63. Plaintiffs bring this claim individually and on behalf of the Class and Subclass
8 against Defendant.

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

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

16 66. Civil Code § 1770(a)(9) prohibits "advertising goods or services with intent not to
17 sell them as advertised."

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

20 68. Defendant failed to adequately disclose the full ticket price when the Estimated Fees
21 Filter is turned on.

22 69. Defendant has exclusive and/or superior knowledge of the ticket prices with the
23 included fees, which was not known to Plaintiffs or members of the Class or Subclass.

24 70. Defendant made partial representations to Plaintiffs and members of the Class and
25 Subclass, while suppressing the true price of the tickets when the Estimated Fees Filter was turned
26 on. Specifically, by displaying the price of the tickets as purportedly including estimated fees but
27 systematically including additional fees at the end of the checkout process. Moreover, Defendant
28

1 affirmatively misrepresented the price of the tickets despite their knowledge of all the fees that
2 would eventually be included in the ticket price.

3 71. Plaintiffs and the members of the Class and Subclass have suffered harm because of
4 these violations of the CLRA because they have incurred charges and/or paid monies for the tickets
5 that they otherwise would not have incurred or paid.

6 72. On August 31, 2023, prior to the filing of this Complaint, Plaintiffs' counsel sent
7 Defendant a CLRA notice letter, which complies in all respects with California Civil Code §
8 1782(a). The letter was sent via certified mail, return receipt requested, advising Defendant that it
9 was in violation of the CLRA with respect to the deceptive nature of the Estimated Fees Filter, and
10 demanding that it cease and desist from such violations and make full restitution by refunding the
11 monies received therefrom. The letter stated that it was sent on behalf of all other similarly
12 situated purchasers.

13 73. Defendant failed to remedy the issues raised in the notice letters. Accordingly,
14 Plaintiffs seek damages from Defendant for its violations of the CLRA.

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

20 **COUNT IV**
21 **Violation of California's False Advertising Law,**
22 **Cal. Bus. & Prof. Code § 17500, *et seq.***

23 75. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

24 76. Plaintiffs bring this claim individually and on behalf of the Class and Subclass
25 against Defendant.

26 77. Defendant's acts and practices, as described herein, have deceived and/or are likely
27 to continue to deceive members of the Class and Subclass and the public. As described above, and
28

1 throughout this Complaint, Defendant misrepresented the ticket prices and does not deliver the
2 tickets at the represented prices when the Estimated Fees Filter is turned on.

3 78. By its actions, Defendant disseminated uniform advertising regarding the ticket
4 prices to and across the United States and the State of California. The advertising was, by its very
5 nature, unfair, deceptive, untrue, and misleading within the meaning of Cal. Bus. & Prof. Code §
6 17500, *et seq.* Such advertisements were intended to and likely did deceive the consuming public
7 for the reasons detailed herein.

8 79. The above-described false, misleading, and deceptive advertising Defendant
9 disseminated continues to have a likelihood to deceive in that Defendant failed to disclose that the
10 ticket prices included more fees than the Estimated Fees Filter communicated.

11 80. Defendant continues to misrepresent to consumers that the ticket prices have
12 additional fees, despite the Estimated Fees Filter.

13 81. In making and disseminating these statements, Defendant knew, or should have
14 known, its advertisements were untrue and misleading in violation of California law. Plaintiffs and
15 other members of the Class and Subclass based their purchasing decisions on Defendant's omitted
16 material facts. The revenue attributable to the tickets sold in those false and misleading
17 advertisements likely amounts to tens of millions of dollars. Plaintiffs and members of the Class
18 and Subclass were injured in fact and lost money and property as a result.

19 82. The misrepresentations and non-disclosures by Defendant of the material facts
20 described and detailed herein constitute false and misleading advertising and, therefore, constitute a
21 violation of Cal. Bus. & Prof. Code § 17500, *et seq.*

22 83. As a result of Defendant's wrongful conduct, Plaintiffs and members of the Class
23 and Subclass lost money in an amount to be proven at trial. Plaintiffs and members of the Class
24 and Subclass are therefore entitled to restitution as appropriate for this cause of action.

25 84. Plaintiffs and members of the Class and Subclass seek all monetary and non-
26 monetary relief allowed by law, including restitution of all profits stemming from Defendant's
27 unfair, unlawful, and fraudulent business practices; declaratory relief; reasonable attorneys' fees
28

1 and costs under California Code of Civil Procedure § 1021.5; injunctive relief; and other
2 appropriate equitable relief.

3 **COUNT V**
4 **Fraud**

5 85. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

6 86. Plaintiffs bring this claim individually and on behalf of the Class and Subclass
7 under California law.

8 87. At the time Plaintiffs and members of the Class and Subclass purchased the tickets,
9 Defendant did not disclose, but instead concealed and misrepresented, the full price of the tickets,
10 despite the Estimated Fees Filter.

11 88. Defendant affirmatively misrepresented the ticket prices, despite the Estimated Fees
12 Filter, giving the appearance that the tickets were cheaper than they were.

13 89. Defendant also knew that its omissions and misrepresentations regarding the ticket
14 prices were material, and that a reasonable consumer would rely upon Defendant's representations
15 in making purchasing decisions.

16 90. Plaintiffs and members of the Class and Subclass did not know—nor could they
17 have known through reasonable diligence—about the true price of the tickets with the Estimated
18 Fees Filter turned on.

19 91. Plaintiffs and members of the Class and Subclass would have been reasonable in
20 relying on Defendant's misrepresentations in making their purchasing decisions.

21 92. Plaintiffs and members of the Class and Subclass had a right to rely upon
22 Defendant's representations as Defendant maintained monopolistic control over knowledge of the
23 true price of the tickets.

24 93. Plaintiffs and members of the Class and Subclass sustained damages because of
25 their reliance on Defendant's and misrepresentations, thus causing Plaintiffs and members of the
26 Class and Subclass to sustain actual losses and damages in a sum to be determined at trial,
27 including punitive damages.
28

COUNT VI
Unjust Enrichment

94. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

95. Plaintiffs bring this claim individually and on behalf of the Class and Subclass under California law.

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

97. Plaintiffs and members of the Class and Subclass conferred benefits on Defendant by purchasing the tickets.

98. Defendant was unjustly enriched in retaining the revenues derived from Plaintiffs and members of the Class and Subclass's purchases of the tickets. Retention of those monies under these circumstances is unjust and inequitable because Defendant failed to disclose that there were hidden fees at the end of the checkout process. Those omissions caused injuries to Plaintiffs and members of the Class and Subclass because they would not have purchased the tickets if the true facts were known.

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

PRAAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek judgement against Defendant as follows:

- (a) For an order certifying the Class under Fed. R. Civ. P. 23 and naming Plaintiffs as representatives of the Class and Plaintiffs' attorneys as Class Counsel;
- (b) For an order declaring the Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiffs, the Class on all counts asserted herein;

- 1 (d) For compensatory, statutory, and punitive damages in amounts to be
2 determined by the Court and/or jury;
- 3 (e) For prejudgment interest on all amounts awarded;
- 4 (f) For an order of restitution and all other forms of equitable monetary relief;
- 5 (g) For injunctive relief as pleaded or as the Court may deem proper;
- 6 (h) For an order awarding Plaintiffs and the Class their reasonable attorneys’
7 fees and expenses and costs of suit.

8 **JURY TRIAL DEMANDED**

9 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any
10 and all issues in this action so triable of right.

11
12 Dated: January 24, 2024

BURSOR & FISHER, P.A.

13
14 By: /s/ L. Timothy Fisher
L. Timothy Fisher

15 L. Timothy Fisher (State Bar No. 191626)
16 Stefan Bogdanovich (State Bar No. 324525)
17 Emily A. Horne (State Bar No. 347723)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
18 Telephone: (925) 300-4455
Facsimile: (925) 407-2700
19 E-mail: ltfisher@bursor.com
sbogdanovich@bursor.com
ehorne@bursor.com

20
21 *Attorneys for Plaintiffs*

1 **CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

2 I, L. Timothy Fisher, declare as follows:

3 1. I am an attorney at law licensed to practice in the State of California and a member
4 of the bar of this Court. I am a partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs.
5 Plaintiff Lisa Alcaraz resides in San Bruno, California, and Plaintiff Brian Hong resides in Sierra
6 Madre, California. I have personal knowledge of the facts set forth in this declaration and, if called
7 as a witness, I could and would competently testify thereto under oath.

8 2. The Complaint filed in this action is filed in the proper place for trial under Civil
9 Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred
10 in the Northern District of California, as Plaintiff Alcaraz purchased the Products within this
11 District. Additionally, Defendant advertised, marketed, manufactured, distributed, and/or sold the
12 tickets at issue to members of the Class and Subclass from this District.

13 I declare under the penalty of perjury under the laws of the State of California and the
14 United States that the foregoing is true and correct and that this declaration was executed at Walnut
15 Creek, California this 24th day of January, 2024.

16
17 /s/ L. Timothy Fisher
18 L. Timothy Fisher
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