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13 RANDY FLOYD BARFUSS, SELENA MONETTE,  
14 RUMER HENRY, CHRISTY LABONNE,  
15 KRIS LABONNE, COURTNEY BUTLER,  
16 DANIELLE LIPS, CASSANDRA DIAMOND,  
17 MELISSA QUINTERO, JENNIFER USELTON,  
18 CLAY MURRAY, JOSEPH AKMAKJIAN,  
19 LAUREN MICHELE, JENNIFER BAGGETT,  
20 DARCY RUBINO, JENNIFER TIERNEY,  
21 JENNIFER BEEMAN, KATY JOHNSON,  
22 MELONY PUGH, ASHLEIGH CAMACHO,  
23 JENNIFER LANDRY, KELLY MELTON,  
24 MORGAN SMALLWOOD, SEAN SMALLWOOD,  
25 and ALYSSA MCCOY

26 SUPERIOR COURT OF CALIFORNIA  
27 COUNTY OF LOS ANGELES

28 JULIE BARFUSS, RANDY FLOYD  
BARFUSS, SELENA MONETTE, RUMER  
HENRY, CHRISTY LABONNE, KRIS  
LABONNE, COURTNEY BUTLER,  
DANIELLE LIPS, CASSANDRA DIAMOND,  
MELISSA QUINTERO, JENNIFER USELTON,  
CLAY MURRAY, JOSEPH AKMAKJIAN,  
LAUREN MICHELE, JENNIFER BAGGETT,  
DARCY RUBINO, JENNIFER TIERNEY,  
JENNIFER BEEMAN, KATY JOHNSON,  
MELONY PUGH, ASHLEIGH CAMACHO,  
JENNIFER LANDRY, KELLY MELTON,  
MORGAN SMALLWOOD, SEAN  
SMALLWOOD, AND ALYSSA MCCOY,

Case No.:

**COMPLAINT FOR DAMAGES**

**DEMAND FOR JURY TRIAL**

**COMPLAINT FOR DAMAGES**

1 Plaintiffs,

2 vs.

3 LIVE NATION ENTERTAINMENT, INC.  
4 D/B/A TICKETMASTER L.L.C., and DOES 1  
to 100,

5 Defendants.  
6

7  
8 Plaintiffs JULIE BARFUSS, SELENA MONETTE, RUMER HENRY, CHRISTY  
9 LABONNE, KRIS LABONNE, COURTNEY BUTLER, DANIELLE LIPS, CASSANDRA  
10 DIAMOND, MELISSA QUINTERO, JENNIFER USELTON, CLAY MURRAY, JOSEPH  
11 AKMAKJIAN, LAUREN MICHELE, JENNIFER BAGGETT, DARCY RUBINO, JENNIFER  
12 TIERNEY, JENNIFER BEEMAN, KATY JOHNSON, MELONY PUGH, ASHLEIGH  
13 CAMACHO, JENNIFER LANDRY, KELLY MELTON, MORGAN SMALLWOOD, SEAN  
14 SMALLWOOD, ALYSSA MCCOY, (“Plaintiffs”) bring this lawsuit against Defendant LIVE  
15 NATION ENTERTAINMENT, INC. D/B/A TICKETMASTER L.L.C. (“Ticketmaster”) for  
16 unlawful conduct in violation of California’s Cartwright Act and the California Unfair  
17 Competition Law, to recover parens patriae damages, disgorgement, restitution, penalties, and  
18 fees and costs, as well as damages arising from fraud, misrepresentation, and fraudulent  
19 inducement.  
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22 Plaintiffs allege as follows:

23 **I. INTRODUCTION**

24 **(Applicable to all causes of action)**

25  
26 1. This case concerns the anticompetitive conduct of Ticketmaster, to impose higher  
27 prices on music concert attendees in the presale, sale, and resale market. This included Taylor  
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1 Swift fans, which lead to the ticket sale disaster that occurred on November 15, 2022, and  
2 November 16, 2022. The disaster continued with the cancellation of general sale tickets,  
3 scheduled for November 18, 2022. Based on information and belief, Ticketmaster has  
4 effectuated this anticompetitive scheme by forcing fans of musicians to exclusively use  
5 Ticketmaster for presale and sales prices, which are above what a competitive market price  
6 would be. Ticketmaster has also forced attendees to exclusively use Ticketmaster’s “Secondary  
7 Ticket Exchange”—i.e., the platform Ticketmaster operates for the resale of concert tickets.  
8 Defendants have undertaken this anticompetitive conduct for the purpose of obtaining service  
9 fees and profits that they could not earn in a competitive market for secondary ticket services,  
10 referred to herein as the “Secondary Ticket Services Market.” Defendant’s anticompetitive  
11 behavior has substantially harmed and will continue to substantially harm Taylor Swift fans, as  
12 well as competition in the ticket sales market and the Secondary Ticket Services Market.  
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15 2. Taylor Swift and Taylor Swift Management, a global superstar and AMA’s most-  
16 awarded artist of all time, contracted with Ticketmaster for venues regarding Taylor Swift’s “The  
17 Eras” Tour. This tour is her first since the pandemic. “*Lover Fest*”, her 2020 tour, was previously  
18 canceled due to the COVID-19 pandemic. As one of the most, if not the most, iconic artists in  
19 the world, millions of fans attempted to purchase tickets to “The Eras” Tour.  
20

21 3. Based on information and belief, at all times, Ticketmaster controlled the  
22 registration and access to Taylor Swift’s “The Eras” Tour tickets. Ticketmaster announced  
23 registration for the TaylorSwiftTix presale during November 1-9, 2022. This announcement  
24 guaranteed a “leveling the playing field without racing against bots-for ticket access”. This  
25 announcement also announced preferred access to participate in this sale as a “*Lover Fest*”  
26 “verified” fan. In order to access this sale, registration was required via the same Ticketmaster  
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1 Account as the “Lover Fest” purchase.

2 4. Based on information and belief, before Defendant’s unlawful conduct caused  
3 harm in the Secondary Ticket Services Market, Defendant had been active principally in the sale  
4 of primary or first-sale Taylor Swift tickets. The term “Primary Ticket Market” refers to the  
5 market for the primary or first sale of concert tickets, and a “Primary Ticket Platform” is the  
6 platform for selling and distributing concert tickets.  
7

8 5. Based on information and belief, Ticketmaster has made agreements with the  
9 stadiums in every location of the Taylor Swift tour, and these stadiums are the only venues able  
10 to hold large concerts. Because no other venue can hold half as many people as the stadiums and  
11 venues working through Ticketmaster, Taylor Swift and other popular musicians have no choice  
12 but to work through Ticketmaster. And because artists like Taylor Swift have to go through  
13 Ticketmaster, their fans do as well. This means virtually all major music concert ticket sales in  
14 California and the United States go through Ticketmaster’s Primary Ticket Platform.  
15

16 6. Based on information and belief, Ticketmaster has also expanded into the  
17 secondary ticket market. For years, scalpers<sup>1</sup> have been a problem in the secondary market.  
18 Ticketmaster has stated that it has taken steps to address this issue, but in reality, has taken steps  
19 to make additional profit from the scalped tickets. Ticketmaster forces purchases of tickets from  
20 its site to use only Ticketmaster’s Secondary Ticket Exchange for the resale of those tickets.  
21 Ticketmaster then gets the higher fees paid by fans who have no choice but to pay for the “right”  
22 to use the Ticketmaster Secondary Ticket Exchange platform. By doing so, it has strived and  
23 succeeded in removing competition from both the Primary and Secondary markets. This has  
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27 \_\_\_\_\_  
28 <sup>1</sup> Ticket scalpers buy tickets to performances not to attend the performance but to resell the ticket later at an inflated price in order to make a profit.

1 gained inflated revenues otherwise unavailable to it. Instead of competition, Ticketmaster has  
2 conspired with stadiums to force fans to buy more expensive tickets that Ticketmaster gets  
3 additional fees from every time the tickets are resold.

4 7. Ticketmaster had violated previously violated the terms of its merger with Live  
5 Nation in 2019 after it had retaliated against concert venues that chose ticketing companies other  
6 than Ticketmaster. Based on information and belief, Ticketmaster has continued this behavior  
7 despite increased judicial scrutiny.

8 8. Based on information and belief, the central components of Ticketmaster's  
9 scheme are as follows. First, stadium venues contractually require that the resale of concert  
10 tickets be effectuated only through Ticketmaster's Secondary Ticket Exchange. These venues  
11 have enforced and continue to enforce this requirement, while Ticketmaster continues to allow  
12 scalpers to buy up tickets over buyers who actually plan to attend the performance. Ticketmaster  
13 allows transferring tickets but buying tickets this way means a buyer needs to send a ticket  
14 reseller money and hope they aren't being scammed and get the ticket. Because of how risky  
15 buying resold tickets outside of Ticketmaster is, Ticketmaster has left itself as the only real  
16 choice for buying tickets.

17 9. On November 14, 2022, "verified" fans of the TaylorSwiftTix presale were sent a  
18 code, as well as a link via text to the cell phone associated with the Ticketmaster  
19 registration. The text encouraged login via desktop over using a cell phone. Based on  
20 information and belief, however, thousands of "verified" fans were not sent codes or sent codes  
21 that did not work.

22 10. Based on information and belief, on November 15, 2022, millions of "verified"  
23 fans that had received codes were unable to purchase tickets. This was the result of the excessive  
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1 distribution of codes and the addition of 14 million non-verified Ticketmaster users that were  
2 allowed access to the TaylorSwiftTix presale.

3 11. Ticketmaster also offered a presale for Taylor Swift’s “The Eras” Tour tickets via  
4 email for Capital One cardholders. The link associated with this sale opened to Ticketmaster.  
5 The same registration was required. The last six digits of the Capital One cardholder’s account  
6 would be used as the code to access ticket sales on November 16, 2022, at 2:00 pm local venue  
7 time.  
8

9 12. Millions of fans waited up to eight hours and were unable to purchase tickets as a  
10 result of insufficient ticket releases and other issues similar to the prior presale.  
11

12 13. Ticketmaster had advertised a general ticket sale to Taylor Swift’s “The Eras  
13 Tour” to begin on November 18, 2022. Ticketmaster canceled the general sale on November 17,  
14 2022, citing the insufficient quality of the remaining tickets.

15 14. Based on information and belief, Ticketmaster intentionally and purposefully  
16 mislead ticket purchasers by allowing scalpers and bots access to TaylorSwiftTix presale.  
17

18 15. Based on information and belief, Ticketmaster intentionally and purposefully  
19 mislead TaylorSwiftTix presale ticketholders by providing codes to 1.4 million “verified” fans  
20 with the option of purchasing six tickets each to three venue locations. Ticketmaster did not have  
21 enough seats to meet the demand this number of codes would require. Ticketmaster intentionally  
22 provided codes when it could not satisfy ticket demand.  
23

24 16. Based on information and belief, Ticketmaster intentionally and knowingly  
25 partnered with Capital One for presale and advertising tickets. Ticketmaster released less than  
26 ten percent of the venues’ seating capacity for this sale, resulting in millions denied access to  
27 even a single ticket.  
28

1           17.     Based on information and belief, Ticketmaster intentionally and knowingly  
2 allowed scalpers and bots access to both ticket sales.

3           18.     Based on information and belief, Ticketmaster intentionally and knowingly  
4 scheduled a general sale of tickets knowing they would not have the quantity necessary to  
5 facilitate the sale.

6           19.     Based on information and belief, Ticketmaster allowed tickets to be resold during  
7 the TaylorSwiftTix presale. And Ticketmaster allowed tickets to be resold during the  
8 TaylorSwiftTix presale as if the tickets were at face value negotiated by Taylor Swift  
9 Management, when in fact they were double and triple the negotiated price. Ticketmaster was  
10 eager to allow this arrangement, as Ticketmaster is paid again in additional fees every time a  
11 ticket is resold. And Ticketmaster restricts official resales to its own Secondary Resale Market.

12           20.     Based on information and belief, Ticketmaster intentionally and knowingly  
13 allowed TaylorSwiftTix presale purchasers to purchase VIP tickets knowing that the mailed  
14 portion of the VIP package would be voided and never reach the fan.

15           21.     Based on information and belief, Ticketmaster intentionally and knowingly sold  
16 obstructed view tickets without purchasers knowing that the tickets were obstructed.

17           22.     Based on information and belief, Ticketmaster intentionally, knowingly, and  
18 oppressively required signatures on a waiver that the purchaser was not provided adequate time  
19 to read, contemplate, or negotiate. This is illustrated in the millions of fans making multiple  
20 failed attempts at ticket check-out to finish the purchase because tickets had been removed from  
21 their basket without adequate time to check out and purchase tickets.

22           23.     Based on information and belief, Ticketmaster knowingly and intentionally  
23 allowed tickets to be removed from a purchases basket/order before being allowed adequate time  
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1 to review waiver, release, and complete purchase.

2 24. Based on information and belief, Ticketmaster allowed bots and scalpers to  
3 remove tickets from a fan's basket without being allowed adequate time to complete the sale.

4 25. Based on information and belief, Ticketmaster allowed ADA-compliant seats to  
5 be sold without verification of disability or need, thus depriving individuals with disabilities  
6 access ADA compliant seats.  
7

8 26. The policy and spirit of the California antitrust laws are to promote the free play  
9 of competitive market forces and the lower prices to consumers that result. Ticketmaster is the  
10 dominant online venue for concert presale, sale, and resale in the United States, has violated the  
11 policy, spirit, and letter of those laws by imposing agreements and policies at the retail and  
12 wholesale level that have prevented effective price competition across a wide swath of online  
13 ticket sales.  
14

15 27. Based on information and belief, Ticketmaster claims these agreements and  
16 policies improve customer experiences and keep ticket prices down. This is in spite of the  
17 massive number of customer complaints Ticketmaster receives every day, the dramatic increase  
18 in ticket prices since Ticketmaster achieved monopoly power, and the excessive service fees  
19 Ticketmaster attaches that are far higher than service fees for any similar service in other  
20 markets. Ticketmaster is a monopoly that is only interested in taking every dollar it can from a  
21 captive public.  
22

23 28. California antitrust laws are concerned with protecting market competition and  
24 preventing a single, dominant company from setting overly prices because of its lack of  
25 competitors. Ticketmaster has allied with stadiums to entrench its dominance to harm consumers  
26 in California and across the United States.  
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**II. JURISDICTION AND VENUE**

29. This action is brought under the Cartwright Act, California Business and Professions Code section 16720, et seq., and the California Unfair Competition Law, California Business and Professions Code section 17200, et seq., for equitable, monetary, and other relief due to Ticketmaster's unlawful conduct.

30. At all relevant times alleged in this Complaint, Ticketmaster did and continues to do substantial business in or affecting the State of California, and the injuries that have been sustained as a result of Ticketmaster's illegal conduct occurred in part in California, rendering this Court's exercise of jurisdiction over Ticketmaster proper.

31. Venue is proper in the County of Los Angeles because it is the location of Ticketmaster's primary place of business.

**III. THE PARTIES**

**A. Plaintiffs**

32. Plaintiff Julie Barfuss resides and is domiciled in Utah.

33. Plaintiff Randy Floyd Barfuss resides and is domiciled in Utah.

34. Plaintiff Selena Monette Miller resides and is domiciled in Alabama.

35. Plaintiff Rumer Henry resides and is domiciled in Arkansas.

36. Plaintiff Christy LaBonne resides and is domiciled in Arkansas.

37. Plaintiff Kris LaBonne resides and is domiciled in Arkansas.

38. Plaintiff Courtney Butler resides and is domiciled in Arizona.

39. Plaintiff Danielle Lips resides and is domiciled in Arizona.

40. Plaintiff Cassandra Diamond resides and is domiciled in California.

41. Plaintiff Melissa Quintero resides and is domiciled in California.

- 1 42. Plaintiff Jennifer Uselton resides and is domiciled in California.
- 2 43. Plaintiff Clay Murray resides in Rhode Island and is domiciled in California.
- 3 44. Plaintiff Joseph Akmakjian resides and is domiciled in Colorado.
- 4 45. Plaintiff Lauren Michele Gotthelf resides and is domiciled in Colorado.
- 5 46. Plaintiff Jennifer Baggett resides and is domiciled in Georgia.
- 6 47. Plaintiff Darcy Rubino resides and is domiciled in Massachusetts.
- 7 48. Plaintiff Jennifer Tierney resides and is domiciled in Massachusetts.
- 8 49. Plaintiff Jennifer Beeman resides and is domiciled in North Carolina.
- 9 50. Plaintiff Katy Johnson resides and is domiciled in North Carolina.
- 10 51. Plaintiff Melony Pugh resides and is domiciled in Ohio.
- 11 52. Plaintiff Ashleigh Camacho resides and is domiciled in Pennsylvania
- 12 53. Plaintiff Jennifer Landry resides and is domiciled in Texas.
- 13 54. Plaintiff Kelly Melton resides and is domiciled in Texas.
- 14 55. Plaintiff Morgan Smallwood resides and is domiciled in Texas.
- 15 56. Plaintiff Sean Smallwood resides and is domiciled in Texas.
- 16 57. Plaintiff Alyssa McCoy resides and is domiciled in Virginia.

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19

20 **B. Defendant**

21 58. Defendant Ticketmaster is a wholly owned subsidiary of Live Nation

22 Entertainment, Inc. It is a limited liability company organized and existing under the laws of

23 California with its principal place of business at 9348 Civic Center Drive, Beverly Hills,

24 California 90210.

25

26 59. Ticketmaster is the largest ticketing company and the dominant provider of

27 Primary Ticket Platform services in the U.S. with 2014 revenues of approximately \$1.55 billion.

28

1 Ticketmaster, through its TicketExchange, TicketsNow, and TM+ brands, also provides  
2 Secondary Ticket Exchange services in the U.S. Ticketmaster also merged with Live Nation in  
3 2010 to gain even greater market dominance.

4           60. Ticketmaster has been the exclusive provider of Primary Ticket Platform services  
5 for concert venues for many years and is the exclusive Secondary Ticket Exchange partner for  
6 most if not all of them. As discussed more fully below, as part of the  
7 exclusive Secondary Ticket Exchange partnership that Ticketmaster has with these concert  
8 venues, Ticketmaster is promoted as the only “official” Secondary Ticket Exchange and refuses  
9 to allow any other Secondary Ticket Exchange to integrate technically with Ticketmaster’s  
10 Primary Ticket Platform. In addition, Ticketmaster is the only “authorized” channel through  
11 which Taylor Switch ticket holders may sell or transfer their tickets.  
12  
13

14           **C. DOE defendants and agency**

15           61. Plaintiff is unaware of the true identity, nature, and capacity of each of the  
16 defendants designated DOES 1 through 100. Plaintiff is informed and believes and thereon  
17 alleges that each of these defendants is in some way responsible for the damages and injuries  
18 alleged in the complaint. Plaintiff is further informed and believes and thereon alleges that  
19 DOES 1 through 100 include but are not limited to the following: various persons, firms,  
20 corporations, organizations, and/or other business entities, that have participated as co-  
21 conspirators in the violations alleged herein and have performed acts in furtherance of these  
22 conspiracies.  
23  
24

25           62. At all times material to the allegations of this complaint each of the defendants  
26 was the agent and employee of each of the codefendants, and in doing the things hereinafter  
27 alleged was acting within the course and scope of such agency and employment and with the  
28

1 permission and consent of their co-defendants. All references to Ticketmaster include all  
2 defendants named or sued under the identity of a DOE defendant.

3 **FIRST CAUSE OF ACTION**

4 **(As against all defendants)**

5 *Breach of Contract*

6  
7 63. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
8 complaint as if fully set forth here.

9 64. Plaintiffs entered into a Contract with Ticketmaster on November 15, 2022, setting forth  
10 the covenants, conditions, and terms of the parties' agreement. The material terms of the  
11 contract include, but are not limited to, the following: Defendant agreed that, in exchange for  
12 Plaintiffs purchasing a significant amount of merchandise and/or in exchange for their purchase  
13 of the canceled "Lover's Fest" tickets, Plaintiffs would be entitled to participate in the presale of  
14 "The Eras" tour tickets. Only those individuals who satisfied either of these conditions would be  
15 allowed into the presale via a code as a "verified" fan. Plaintiffs relied upon and accepted such  
16 terms and conditions, thereby purchasing merchandise and/or accepting the benefit from the  
17 canceled "Lover's Fest."  
18

19  
20 65. Plaintiffs have performed all obligations to Ticketmaster except those obligations  
21 Plaintiffs were prevented or excused from performing.

22 66. Ticketmaster breached the Contract by failing to actually provide the proper presale it  
23 promised. It did not exclude those without codes. It did not give out codes to those who  
24 qualified. And it did not give those with codes the fair chance to get a ticket they were entitled  
25 to. Plaintiffs and Ticketmaster had an agreement leading up to the presale that made a contract  
26 and Ticketmaster violated it to Plaintiffs' detriment.  
27  
28

1 67. Plaintiffs sustained damages proximately caused by Ticketmaster under this cause of  
2 action in the amount of thousands of dollars.

3 68. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.  
4

5 **SECOND CAUSE OF ACTION**

6 **(As against all defendants)**

7 *Intentional Misrepresentation*

8 69. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
9 complaint as if fully set forth here.

10 70. Ticketmaster made statements to Plaintiffs about the presale for Taylor Swift tickets,  
11 particularly regarding how to get codes, who would get codes, how to get tickets, and who would  
12 be able to be part of the presale. Ticketmaster also failed to disclose that they had sent more  
13 codes than they could accommodate with tickets. Ticketmaster had no intention of following  
14 these statements to Plaintiffs. Ticketmaster willfully, purposely, and intentionally deceived  
15 Plaintiffs for its own benefit.  
16

17 71. Ticketmaster did not give everyone a code that it said was entitled to one. Codes would  
18 arbitrarily be denied, even though many Plaintiffs had paid good money.  
19

20 72. Ticketmaster gave instructions on how to get tickets, including warning buyers, including  
21 Plaintiffs, not to use their phones. Ticketmaster advised using a laptop or desktop computer.  
22 However, not only were phone users able to get tickets, but they were also able to get ahead of  
23 those on computers.  
24

25 73. Ticketmaster claimed that only those with codes would be able to join the presale, but  
26 millions of buyers without codes were able to get tickets. Many of those without codes were  
27 scalpers, and Ticketmaster benefited from scalped tickets as they must be resold on  
28

1 Ticketmaster, who gets an additional fee.

2 74. Ticketmaster gave out more codes than tickets. Even if millions of buyers without codes  
3 had been given tickets, only about half of those with codes would be able to get tickets.

4 75. Ticketmaster reserved some tickets for the Capital One sale, but it was plagued by the  
5 same issues as the presale.

6  
7 76. All of these issues led to the disaster that was the Taylor Swift “The Eras” tour ticket  
8 sale. Ticketmaster was responsible for addressing every issue. Ticketmaster either intended for  
9 this to happen from the beginning or knew these issues were present, yet Ticketmaster  
10 intentionally made no mention of this and hid information from buyers, including Plaintiffs.

11 77. Plaintiffs sustained damages proximately caused by Ticketmaster under this cause of  
12 action in the amount of thousands of dollars.

13  
14 78. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

15 **THIRD CAUSE OF ACTION**

16 **(As against all defendants)**

17 *Fraud*

18  
19 79. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
20 complaint as if fully set forth here.

21 80. Ticketmaster engaged in the above behavior with the intent to defraud Plaintiffs. One of  
22 the ways buyers such as Plaintiffs could be “verified” was by spending a certain amount of  
23 money on official Taylor Swift merchandise. Ticketmaster made out that spending enough would  
24 get a buyer a code and they would have a fair chance to get a ticket. Neither statement was true,  
25 but by misleading Plaintiffs, Ticketmaster was able to get buyers and many Plaintiffs to buy  
26 merchandise. Ticketmaster had an agreement with the merchandise sellers and benefited from  
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28

1 the additional money spent on merchandise.

2 81. Ticketmaster also benefited from their misleading the buyers of the canceled Taylor Swift  
3 “Lover Fest” tour. By making similar promises to these buyers, which included some Plaintiffs,  
4 Ticketmaster was able to appease any issue these buyers and Plaintiffs had with Ticketmaster’s  
5 handling of the prior tour following its cancelation due to COVID-19.

6  
7 82. Ticketmaster made these promises without any intent to perform as expected.  
8 Ticketmaster intended to induce performance from Plaintiffs and other buyers for its own  
9 benefit. Ticketmaster concealed all the issues it knew would be present in the presale.

10 83. Plaintiffs reasonably relied upon Ticketmaster’s material representations and promises,  
11 which turned out not to be true and/or made by Ticketmaster without any intent to actually  
12 perform. Ticketmaster never had the requisite intent or ability to perform their obligations under  
13 the Contract. Had Plaintiffs known the actual facts, or that Ticketmaster never intended to  
14 perform their promises, Plaintiffs would not have entered into the Contract or invested in the  
15 transaction by buying a large amount of Taylor Swift Merchandise.  
16

17  
18 84. Plaintiffs sustained damages proximately caused by Ticketmaster under this cause of  
19 action in the amount of thousands of dollars, which is a reasonable value.

20 85. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

21 86. Ticketmaster’s acts and omissions stated herein constitute fraud as defined in California  
22 Civil Code section 3294 and Plaintiffs should recover, in addition to actual damages, damages to  
23 make an example of and to punish Ticketmaster in an amount to be proven at trial.  
24

25 **FOURTH CAUSE OF ACTION**

26 **(As against all defendants)**

27 *Fraudulent Inducement*  
28

1 87. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
2 complaint as if fully set forth here.

3 88. By way of the wrongful acts and omissions as alleged herein, Ticketmaster will be  
4 unjustly enriched if they are able to profit from Plaintiffs' actions free from any claims by  
5 Plaintiffs.  
6

7 89. Plaintiffs are informed and believe that Plaintiffs' claims against Ticketmaster are  
8 actionable and recoverable. Plaintiffs sustained damages proximately caused by Ticketmaster  
9 under this cause of action in the amount of thousands of dollars, which is a reasonable value.

10 90. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

11 91. Ticketmaster's acts and omissions stated herein constitute fraud as defined in California  
12 Civil Code section 3294 and Plaintiffs should recover, in addition to actual damages, damages to  
13 make an example of and to punish Ticketmaster in an amount to be proven at trial.  
14

15 **FIFTH CAUSE OF ACTION**

16 **(As against all defendants)**

17 *Antitrust Violations*

18  
19 92. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
20 complaint as if fully set forth here.

21 93. There is an actual controversy between Plaintiffs on the one hand and Defendant on the  
22 other hand as to their rights, obligations, and interests concerning the Contract and/or the  
23 Property.  
24

25 94. Due to this actual controversy, Plaintiffs are entitled to a determination of their rights and  
26 obligations concerning the Contract and the Property pursuant to an equitable order of  
27 declaratory relief.  
28



1 95. Ticketmaster's coordinated efforts to foreclose competition in the Secondary Ticket  
2 Services Market constitute a violation of the Cartwright Act.

3 96. Ticketmaster has been able to accomplish this violation because of the individual and  
4 collective market power that Golden State and Ticketmaster wield over the sale of Taylor Swift  
5 tickets through Primary Ticket Platforms.

6 97. Ticketmaster's coordinated illegal acts and efforts to force ticket holders to use  
7 Ticketmaster as their exclusive provider of Secondary Ticket Exchange services; monitor,  
8 enforce and/or coerce compliance with their restrictive policies; exclusively market and promote  
9 Ticketmaster has achieved and will achieve no legitimate efficiency benefits to counterbalance  
10 their demonstrated anticompetitive effects, including the foreclosure of competition in the  
11 Secondary Ticket Services Market.  
12

13 98. Ticketmaster's conspiracy to monopolize the Secondary Ticket Services Market,  
14 Ticketmaster's illegal exclusive dealing arrangements, Ticketmaster's attempted monopolization  
15 of the Secondary Ticket Services Market, and other illegal acts in furtherance thereof each also  
16 constitute a violation of the Cartwright Act.  
17

18 99. As a result of Ticketmaster's violation of the Cartwright Act, Plaintiffs have been and  
19 will continue to be injured in its business and property in an amount not presently known with  
20 precision, but which is, at minimum, thousands of dollars prior to trebling.  
21

22 **1. FIRST ANTITRUST CLAIM**

23 *Unlawful Tying*

24 100. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
25 complaint as if fully set forth here.  
26

27 101. Ticketmaster's conduct in foreclosing competition in the Secondary Ticket Services  
28

1 Market for Taylor Swift tickets constitutes an illegal tying arrangement in violation of the  
2 California Business and Professional Code. Cal. Bus. & Prof. Code, § 16727, et. seq. A tying  
3 arrangement is a conditional selling dependent on the purchase of another product or service.

4 102. The Primary Ticket Market and the Secondary Ticket Services Market are distinct and  
5 separate markets. Taylor Swift and other touring musician tickets sold in the Primary Ticket  
6 Market and Secondary Ticket Exchange services are distinct products.

7 103. Ticketmaster possesses substantial market power over the sale of Taylor Swift and other  
8 touring musician tickets in the Primary Ticket Market. For those seeking to purchase primary  
9 Taylor Swift tickets, there is no other option but to make these purchases through Ticketmaster's  
10 Primary Ticket Platform, at the price set by Ticketmaster, and on Ticketmaster's terms.  
11

12 104. Ticketmaster and all the venues part of Taylor Swift's upcoming tour have agreed to and  
13 do mandate that all Taylor Swift tickets sold in the Primary Ticket Market is not resold in the  
14 Secondary Ticket Services Market other than through Ticketmaster's Secondary Ticket  
15 Exchange. Ticketmaster has actually canceled or threatened to cancel tickets in other cases  
16 unless ticket holders agree to use Ticketmaster exclusively for Secondary Ticket Exchange  
17 services. Ticketmaster has also previously revoked or threatened to revoke its continued sale of  
18 primary tickets to season ticket holders who are identified as reselling their primary tickets  
19 through any Secondary Ticket Exchange provider other than Ticketmaster. Thus, Ticketmaster is  
20 tying the sale of Taylor Swift tickets sold in the Primary Market to Ticketmaster's Secondary  
21 Ticket Exchange services for the resale of Taylor Swift tickets. As a result of this tying  
22 arrangement, Taylor Swift ticket holders, who would otherwise prefer the Secondary Ticket  
23 Exchange services of providers other than Ticketmaster, including those offered by StubHub,  
24 have been forced to use Ticketmaster for Secondary Ticket Exchange services.  
25  
26  
27  
28

1 105. This tying arrangement – which has been reinforced and strengthened by the concert  
2 venues’ exclusive marketing, promotion, and integration of Ticketmaster for Secondary Ticket  
3 Exchange services – has substantially foreclosed other Secondary Ticket Exchange providers  
4 from competing in the Secondary Ticket Services Market, thereby affecting a not insubstantial  
5 volume of commerce. It has harmed and will continue to harm competition in that market by  
6 forcing Taylor Swift ticket buyers and sellers in the Secondary Ticket Services Market to pay  
7 artificially high fees and by reducing the quantity and quality of secondary Taylor Swift tickets  
8 available for sale in the Secondary Ticket Services Market and has reduced the quantity of  
9 tickets actually sold in the Secondary Ticket Services Market.  
10

11 106. Ticketmaster also created a tying arrangement regarding the presale of tickets for Taylor  
12 Swift’s “The Eras” tour in the Primary Ticket Services Market.  
13

14 107. In order for potential buyers to be able to purchase tickets during the presale, they needed  
15 to be a “verified” Taylor Swift fan. Buyers could prove their verification status by having tickets  
16 to Taylor Swift’s prior tour, “Lover Fest”, which was canceled due to COVID-19. The other way  
17 to obtain verification was for a buyer to buy a non-insignificant amount of Taylor Swift  
18 merchandise. There was no cost-free way for a buyer to become verified, purchase of additional,  
19 separate items was required to be “verified”. Once verified, a buyer would be given a code. This  
20 code was supposed to be the only way to buy tickets during the presale.  
21

22 108. On the day of the presale, it became clear that getting tickets during the presale would be  
23 the only real way to get tickets from the Primary Ticket Services Market. Without engaging in  
24 the tying arrangement Ticketmaster had with the prior tour or the merchandise, it would have  
25 been impossible for non-verified buyers to get tickets. With 1.4 million codes allowing a buyer  
26 to get up to 6 tickets, there were not going to be any tickets left after the pre-sale. Even if the sale  
27  
28

1 of Taylor Swift tickets had gone as planned, buyers were being forced to pay additional fees just  
2 to have the chance of buying tickets.

3 109. There are no legitimate business justifications or efficiencies for either of Ticketmaster’s  
4 tying arrangements that counterbalance their demonstrated anticompetitive effects.

5 110. This tying arrangement constitutes a violation Cal. Bus. & Prof. Code, §§ 16720, 16727.  
6 Under California law, this is a per se violation. *People v. National Association of Realtors* (1984)  
7 155 Cal. App. 3d 578, 583 [202 Cal. Rptr. 243] (“Tying arrangements are illegal per se  
8 ‘whenever a party has sufficient economic power with respect to the tying product to appreciably  
9 restrain free competition in the market for the tied product’ [citations removed] and when ‘a total  
10 amount of [10 Cal. App. 4th 1361] business, substantial enough in terms of dollar-volume so as  
11 not to be merely de minimis, is foreclosed to competitors by the tie. ...”).  
12

13  
14 111. As a result of Ticketmaster’s illegal tying arrangements, Plaintiffs have been and will  
15 continue to be injured in their property in an amount not presently known with precision, but  
16 which is, at minimum, over a thousand dollars with trebling per Plaintiff.  
17

18 112. Ticketmaster’s antitrust violations have caused substantial economic injury to Plaintiffs  
19 in an amount not presently known with precision, but which is, at minimum, thousands of  
20 dollars.  
21

22 113. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

23 114. Ticketmaster’s violations of California antitrust law are expansive that Plaintiffs should  
24 recover, in addition to actual damages, damages to make an example of and to punish  
25 Ticketmaster in an amount to be proven at trial.

26 **2. SECOND ANTITRUST CLAIM**

27 *Exclusive Dealings*  
28

1 115. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
2 complaint as if fully set forth here.

3 116. Ticketmaster's conduct has allowed it to control the supply of tickets to music concerts.  
4 In order for artists like Taylor Swift to sell to buyers wanting to see them in concert, the buyers  
5 and artists must go through Ticketmaster. This has forced both groups into exclusive dealings  
6 with Ticketmaster that lessen competition as well as created and strengthened Ticketmaster's  
7 monopolistic power, which violates California law. *See* Cal. Bus. & Prof. Code, § 16727.  
8

9 117. Ticketmaster has dominant, monopolistic power in the market of Primary and Secondary  
10 Ticket Sales markets. Ticketmaster currently controls over 70% of this market. Ticketmaster's  
11 high market share as well as its agreements with concert venues have given it extreme power.  
12 While a small percentage of concert venues use other providers, for most Californians and  
13 Americans, Ticketmaster is the only provider available.  
14

15 118. Ticketmaster's forced exclusive dealings have allowed it to charge above-market prices  
16 and excessive fees while preventing competition against them. In markets without a singular,  
17 monopolistic company, charging prices and fees like Ticketmaster would be impossible. And  
18 Ticketmaster does not do anything to justify these higher costs. Ticketmaster's service is not  
19 superior or reliable; the massive disaster of the Taylor Swift presale is evidence enough of this.  
20 Ticketmaster does not charge high prices to give a better service, it charges higher prices because  
21 it has no real competition and wants to take every dollar it can from buyers.  
22

23 119. The foreclosure of competition has led to increased prices and/or decreased output and  
24 has harmed competition.  
25

26 120. There is no legitimate business justification or efficiency gained for these exclusive  
27 dealings. All it does it take money from the hands of artists and buyers and into the hands of  
28

1 Ticketmaster, a purely anticompetitive effect that is actionable under California law. *See Gianelli*  
2 *Distributing Co. v. Beck & Co.*, 172 Cal. App. 3d 1020 (1985). As a result, Plaintiffs have been  
3 and will continue to be injured in their property.

4 121. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs  
5 in an amount not presently known with precision, but which is, at minimum, thousands of  
6 dollars.

8 122. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

9 123. Ticketmaster's violations of California antitrust law are expansive that Plaintiffs should  
10 recover, in addition to actual damages, damages to make an example of and to punish  
11 Ticketmaster in an amount to be proven at trial.

### 13 3. THIRD ANTITRUST CLAIM

#### 14 *Price Discrimination*

15 124. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
16 complaint as if fully set forth here.

17 125. Ticketmaster's conduct in its dynamic pricing and manipulation of its Secondary Ticket  
18 Services Market for Taylor Swift tickets constitutes price discrimination in violation of the  
19 California Business and Professional Code. Cal. Bus. & Prof. Code, § 17301, et. seq.; *See Harris*  
20 *v. Capitol Records Distributing Corp.* (1966) 64 Cal.2d 454. Price discrimination involves giving  
21 different prices to different buyers for comparable goods.  
22

23 126. Not all concert tickets are of equal value. Different venues may vary in general admission  
24 prices, groups of seats vary in desirability, and some tickets contain VIP benefits. However, seats  
25 that have about the same view of the musician, at the same venue, and with the same amount of  
26 VIP benefits are essentially equal in value and should be at or a similar price.  
27  
28

1 127. Under Ticketmaster’s dynamic pricing scheme, comparable tickets were sold at radically  
2 different prices. Dynamic pricing is when Ticketmaster raises the prices of tickets as more tickets  
3 are selling, justifying it as the tickets are more in demand and, and are thus more valuable.

4 Taylor Swift did not opt for dynamic pricing, but Ticketmaster implemented it anyways.

5 128. Ticketmaster justifies this pricing as meeting demand. However, this argument is  
6 nonsensical. Ticketmaster does not raise prices when a large number of people are in a waiting  
7 queue to buy tickets, it only raises ticket prices as fewer tickets remain. Rather than “meeting  
8 demand”, Ticketmaster arbitrarily punishes the people that were unable to get to the front of the  
9 line. Those who buy tickets under Dynamic pricing are paying higher prices solely because  
10 Ticketmaster has created the flimsiest of excuses to justify anticompetitively taking additional  
11 money for itself.  
12

13 129. Ticketmaster’s behavior has not been to the benefit of honest buyers, but to the benefit of  
14 scalpers. Ticketmaster failed to stop millions of people without codes from buying during the  
15 presale, many of whom were scalpers. And Ticketmaster benefits from scalpers. Ticketmaster  
16 gets additional fees every time a ticket is resold, and Ticketmaster is the only place where tickets  
17 can be officially resold. Ticketmaster also prevents sellers from charging below a certain price.  
18 Ticketmaster has set up a system where scalping is not only allowed, but tacitly encouraged. And  
19 Ticketmaster is able to do all of this because of its monopoly power. As a result of  
20 Ticketmaster’s behavior, Plaintiffs have been and will continue to be injured in their property.  
21

22 130. Ticketmaster’s antitrust violations have caused substantial economic injury to Plaintiffs  
23 in an amount not presently known with precision, but which is, at minimum, thousands of  
24 dollars.  
25

26 131. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.  
27  
28

1 132. Ticketmaster's violations of California antitrust law are expansive that Plaintiffs should  
2 recover, in addition to actual damages, damages to make an example of and to punish  
3 Ticketmaster in an amount to be proven at trial.

4 **4. FOURTH ANTITRUST CLAIM**

5 *Price Fixing*

6  
7 133. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
8 complaint as if fully set forth here.

9 134. Ticketmaster's conduct of allying with scalpers and venues has amounted to price fixing.  
10 Horizontal Price fixing involves competitors allying to set one price for any product, commodity,  
11 or service through any agreement to raise, stabilize or otherwise affect prices. This agreement  
12 does not need to be formalized.

13  
14 135. This agreement has allowed Ticketmaster to raise prices above what it would be able to  
15 otherwise. Because Ticketmaster has competitors like SeatGeek charge ticket prices at the same  
16 cost as Ticketmaster, it prevents buyers from being able to find a cheaper alternative. The only  
17 way prices could stay this high for both Ticketmaster and its competitors is through an  
18 agreement between them in violation of California antitrust laws.

19  
20 136. Ticketmaster has also committed Vertical Price Fixing. Vertical price fixing makes any  
21 agreement between a buyer and seller regarding the price at which the buyer resells a product is  
22 illegal. Under California law, this is a per se violation of the Cartwright Act. *Mailand v. Burckle*,  
23 20 Cal. 3d 376 (Cal. 1978).

24  
25 137. Ticketmaster has controlled the resale of tickets bought through it. Ticketmaster forces  
26 buyers to resell on its platform. And Ticketmaster controls what prices the buyer can resell at.  
27 This prevents the price of tickets from falling and forces new buyers to pay higher prices under  
28



1 Dynamic prices. If Ticketmaster did not do this, it might decrease the number of people willing  
2 to pay for the monopolistic priced Dynamic Pricing tickets.

3 138. Ticketmaster's horizontal and vertical price fixing have harmed Plaintiffs, and as a  
4 result, Plaintiffs have been and will continue to be injured in their property.

5 139. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs  
6 in an amount not presently known with precision, but which is, at minimum, thousands of  
7 dollars.

9 140. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

10 141. Ticketmaster's violations of California antitrust law are expansive that Plaintiffs should  
11 recover, in addition to actual damages, damages to make an example of and to punish  
12 Ticketmaster in an amount to be proven at trial.

## 14 5. FIFTH ANTITRUST CLAIM

### 15 *Group Boycotting*

16 142. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
17 complaint as if fully set forth here.

18 143. Ticketmaster is also beholden to the agreement it had with the Justice Department,  
19 forbidding it from threatening concert venues with losing access to its tours if those venues  
20 decided to use ticketing providers other than Ticketmaster. This agreement has been extended to  
21 2025. Despite this agreement, Ticketmaster has continued to engage in group boycotting, where  
22 competitors ally together to boycott any specific entity.

23 144. Ticketmaster has gathered to a group boycott with competitors like SeatGeek in its  
24 relevant market to refuse to conduct business with any competitor that does not conform to  
25 Ticketmaster's demands. Ticketmaster does this through its monopolistic size and power as well  
26  
27  
28

1 as its collusion with concert venues. Any competitor of Ticketmaster that does conform to its  
2 demands will be barred from doing business with most if not all large concert venues. This has  
3 been done to both inflate prices and prevent new competitors from entering the market, all to  
4 Ticketmaster's benefit.

5 145. The Ticketmaster-led group boycotting is a violation of California law and helped keep  
6 ticket prices at an above-market price. It also allowed Ticketmaster to force Plaintiffs to buy  
7 tickets at these inflated prices to Plaintiffs' harm, and as a result, Plaintiffs have been and will  
8 continue to be injured in their property.

9  
10 146. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs  
11 in an amount not presently known with precision, but which is, at minimum, thousands of  
12 dollars.

13  
14 147. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

15 148. Ticketmaster's violations of California antitrust law are expansive that Plaintiffs should  
16 recover, in addition to actual damages, damages to make an example of and to punish  
17 Ticketmaster in an amount to be proven at trial.

18  
19 **6. SIXTH ANTITRUST CLAIM**

20 *Market Division Scheme*

21 149. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
22 complaint as if fully set forth here.

23  
24 150. Ticketmaster has engaged in a market division scheme, by which it has divided customers  
25 into certain regions with its competitors. This is a violation of California antitrust law.

26 151. Ticketmaster has monopoly power, but it still has smaller competitors. It has specifically  
27 carved out small territories to give to competitors like SeatGeek in an attempt to hide the level of  
28

1 monopolistic power and control Ticketmaster has. In exchange for giving SeatGeek territory,  
2 Ticketmaster has made SeatGeek set price tickets at the same high price as Ticketmaster. This  
3 allows these competitors to set high prices and not actually compete with each other.

4 152. There are no pro-competitive benefits to this arrangement. This arrangement has  
5 effectively ended competition in this market and has allowed Ticketmaster to unilaterally set  
6 prices. Buyers have no choice in who they buy tickets from and are forced to pay monopolistic  
7 pricing set by Ticketmaster.  
8

9 153. Ticketmaster has carved up the market by territory to keep prices high. This has allowed  
10 them to continue their monopolistic control and pricing, and as a result, Plaintiffs have been and  
11 will continue to be injured in their property.  
12

13 154. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs  
14 in an amount not presently known with precision, but which is, at minimum, thousands of  
15 dollars.  
16

17 155. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

18 156. Ticketmaster's violations of California antitrust law are expansive that Plaintiffs should  
19 recover, in addition to actual damages, damages to make an example of and to punish  
20 Ticketmaster in an amount to be proven at trial.  
21

## 22 **SIXTH CAUSE OF ACTION**

### 23 *Violation of California UCL Section 17200*

24 157. Plaintiffs reallege and incorporate by reference each and every other paragraph of this  
25 complaint as if fully set forth here.

26 158. 160. Ticketmaster has used additional, unfair practices to make it difficult for ticket  
27 holders to sell their tickets on competitive Secondary Ticket Exchanges. Ticketmaster has done  
28

1 this by leveraging its position as a dominant provider of Primary Ticket Platforms.

2 159. As found by the Department of Justice, Ticketmaster has historically dominated Primary  
3 Ticket Platform services. It has maintained its dominance in this business by entering into  
4 numerous multi-year, exclusive contracts with leagues, teams, and venues. Indeed,  
5 Ticketmaster's market power in the Primary Ticket Platform services is evidenced by the high  
6 fees that it has charged and continues to charge for Primary Ticket Platform services – fees that  
7 are substantially higher than fees charged by other Primary Ticket Platform competitors.  
8

9 160. Moreover, Ticketmaster's market power in Primary Ticket Platform services is buttressed  
10 by high barriers to entry and expansion in this business, including barriers created by  
11 Ticketmaster's threats to enforce its multi-year, exclusive agreements. Ticketmaster has, for  
12 example, threatened action against StubHub, a much smaller competitor, for even approaching  
13 Ticketmaster business partners with offers to sell additional, unsold ticket inventory, claiming  
14 that such overtures would constitute tortious interference with Ticketmaster's exclusive  
15 contracts. Specifically, Ticketmaster cautioned StubHub that: "It has come to our attention that  
16 StubHub is approaching Ticketmaster clients seeking to sell our client's primary tickets. As is  
17 well known in the industry. . . Ticketmaster's client ticketing contracts are generally exclusive  
18 and therefore contain contractual commitments by our clients not to sell primary tickets through  
19 any third-party." Ticketmaster has likewise imposed contractual restrictions in its Primary Ticket  
20 Platform contracts that preclude teams, leagues, and venues from distributing any of their ticket  
21 inventory via actual or potential competitors.  
22  
23  
24

25 161. Specifically, Ticketmaster exercised its dominance in Primary Ticket Platform services  
26 by delaying the delivery of the electronic copy of the originally purchased, primary ticket or the  
27 barcode associated with that ticket to the primary ticket purchaser. Ticketmaster has chosen to  
28

1 delay the delivery of PDF images or barcodes associated with original, primary tickets for  
2 numerous musical concerts until weeks or months after the ticket was purchased and only a few  
3 days before the relevant event.

4 162. This practice makes it extremely difficult for a primary ticket purchaser to resell his or  
5 her ticket on competitive non-Ticketmaster Secondary Ticket Exchanges. Indeed, the delaying of  
6 the delivery of these tickets or bar codes effectively bars the reseller from selling that ticket on a  
7 competitive Secondary Ticket Exchange. This is because ticket purchasers are reluctant to  
8 purchase a ticket on a Secondary Ticket Exchange from a stranger (with no brand recognition) in  
9 the hope that the reseller will transfer the tickets weeks or months after a secondary ticket  
10 purchase occurs.  
11

12  
13 163. Of course, Ticketmaster facilitates secondary purchases on its own Secondary Ticket  
14 Exchange even before delivering the primary ticket to the reseller: it guarantees that it will  
15 directly deliver the ticket to the secondary purchaser at the designated delivery time, likely a few  
16 days before the event, if a secondary transaction is made. StubHub and other competitive  
17 Secondary Ticket Exchanges cannot provide this same direct delivery guarantee because they are  
18 barred from electronically integrating with Ticketmaster's Primary Ticket Platform.  
19

20 164. Accordingly, this Ticketmaster practice of delaying delivery of primary tickets has  
21 caused ticket holders to incur consumer harm and has caused competitive foreclosure to  
22 Secondary Ticket Exchanges.  
23

24 165. Another tactic in which Ticketmaster has engaged to leverage its dominance in Primary  
25 Ticket Platform services is its increased issuance of so-called paperless tickets. These virtual  
26 tickets allow entry to the event only upon showing at the gate picture identification and the credit  
27 card used for the purchase. Transferring or reselling these tickets is only possible through  
28

1 Ticketmaster’s Secondary Ticket Exchange platform. According to the independent American  
2 Antitrust Institute, “[i]nstead of benefiting consumers, the trend favoring paperless tickets  
3 appears to be motivated by a desire of the dominant primary ticket provider to block out  
4 competition in the secondary ticket (resale) market.”

5 166. These practices are unlawful business acts or practices within the meaning of Section  
6 17200 of California’s Unfair Competition Law (“UCL”).

7 167. Ticketmaster has also made deceptive and/or false statements intended to mislead  
8 consumers about the reliability of other Secondary Ticket Exchange, the authenticity of Taylor  
9 Swift tickets sold on other Secondary Ticket Exchange, and the ability of purchasers to obtain  
10 secondary Taylor Swift tickets from sources other than Ticketmaster.  
11

12 168. Such unlawful, unfair, and deceptive practices are ongoing and continue to date.

13 169. Ticketmaster’s unlawful, unfair, and deceptive business practices have caused substantial  
14 economic injury to Plaintiffs in an amount not presently known with precision, but which is, at  
15 minimum, thousands of dollars.  
16

17 170. Plaintiffs are entitled to attorney fees by agreement or a statute according to proof.

18 171. Ticketmaster’s violations of California antitrust law are expansive that Plaintiffs should  
19 recover, in addition to actual damages, damages to make an example of and to punish  
20 Ticketmaster in an amount to be proven at trial.  
21

22 **PRAYER FOR RELIEF**

23  
24 WHEREFORE, Plaintiffs pray that this Court enter judgment against Defendant, adjudging,  
25 and decreeing that:  
26  
27  
28

1 a. Ticketmaster has engaged in contracts and/or combinations in violation of California  
2 Business and Professions Code sections 16720 and 16750(a), and Plaintiffs have been injured as  
3 a result of this violation;

4 b. The unlawful conduct, contracts, and/or combinations alleged herein be adjudged and  
5 decreed to be an unreasonable restraint of trade;

6 c. Ticketmaster has engaged in acts or practices that are unlawful, and which constitute  
7 unfair competition within the meaning of Business and Professions Code section 17200, with  
8 acts or practices violative of the California Cartwright Act, sections 16720 and 16750(a) of the  
9 Business and Professions Code;  
10

11 d. Ticketmaster has engaged in acts or practices that are unfair, irrespective of the violation  
12 of any other law, and which constitute unfair competition within the meaning of Business and  
13 Professions Code section 17200;  
14

15 e. Pursuant to Business and Professions Code section 16760, that Plaintiffs be awarded their  
16 damages, trebled, in an amount according to proof;

17 f. Pursuant to Business and Professions Code sections 16750(c) and 16754.5, that the Court  
18 enter all orders necessary to prevent Ticketmaster as well as Ticketmaster's successors, agents,  
19 representatives, employees, and all persons who act in concert with Ticketmaster from engaging  
20 in any act or practice that constitutes a violation of the Cartwright Act, section 16720, et. seq., of  
21 the Business and Professions Code, including such mandatory injunctions as may reasonably be  
22 necessary to restore and preserve fair competition, and by disgorging ill-gotten gains arising  
23 from its anticompetitive acts;  
24

25 g. That Ticketmaster be ordered to compensate Plaintiffs for the deadweight loss to the  
26 economy caused by these acts;  
27  
28

1 h. Pursuant to Business and Professions Code section 17203, that the Court enter all orders  
2 or judgments as may be necessary to restore to any person in interest any money or other  
3 property that Ticketmaster may have acquired by violations of Business and Professions Code  
4 section 17200, as proved at trial;

5 i. Pursuant to Business and Professions Code section 17206, that the Court assess a civil  
6 penalty of two thousand five hundred dollars (\$2,500) against Ticketmaster for each violation of  
7 Business and Professions Code section 17200, as proved at trial;

8 j. Plaintiffs recover their costs of suit, including reasonable attorneys' fees, as provided by  
9 law; and  
10

11 k. Plaintiffs receive such other, further, and different relief as the case may require and the  
12 Court may deem just and proper under the circumstances.  
13

14 Respectfully submitted:

15  
16 Dated this December 2, 2022

D.B. HILL, A PROFESSIONAL LAW CORPORATION

17  
18   
19 \_\_\_\_\_  
Dennis B. Hill,

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