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

IN RE: STUBHUB REFUND LITIGATION)	Case No. 4:20-md-02951-HSG
)	
)	<u>CONSOLIDATED CLASS ACTION</u>
)	<u>COMPLAINT</u>
)	
)	JURY TRIAL DEMANDED
)	
)	Hon. Haywood S. Gilliam, Jr., presiding
)	
)	
)	
)	

Plaintiffs Angelo Gobaleza, Dianna Gomez, Anjora Hansen, Kenneth Kruger, Brittany McKenzie, Alexis Moran Sandoval, Anthony Fattori, Richard Huante, Anabel Avalos, Deanna Cook, Hazel Dominguez, Matthew Fogg, Dennis Dwyer, Paul Koble, Lisa Molidor, David Dahl, Brian Moore, Jennifer Williams, Casey Moyer, Brendan Carroll, Brittany Knight, Amanda Matlock, Gary Ward, Yolanda Gordils, William Mignault, Jeff Thomas, Josiah Burkhardtsmeier, Bonnie Lee Risch, Scot Hudson, Amy Ebeling, Jim Harris, Katherine Morales, Adjani Janvie Delgado Rivera, Fiana Burshteyn, Brett Allison Kushner, Stephanie Wood, Benjamin Wutz, Candace Reece Cooper, Sheila Green, Laura Lym-Murphy, Julie Metz, Crystal Ashley Davis, Ernie Glaspey, Conrad Markwalder, Reginald McDaniel, Michael Reaggs, Derrick Weaver, Brian Abeyta, Amy Gutierrez, Adam Schiefer, Don Anderson, Emma Goodacre, Bob Kenna, Theresa Gren, Jennifer Lively, and Matthew McMillan (collectively, “Plaintiffs”), by and through their undersigned counsel, file this Consolidated Class Action Complaint against Defendant StubHub, Inc. (“StubHub” or “Defendant”), individually and on behalf of a class of similarly situated individuals, and allege, upon personal knowledge as to their own actions, and upon investigation of counsel as to all other matters, as follows:

INTRODUCTION

1. Plaintiffs bring this Consolidated Class Action Complaint to stop StubHub’s egregious bait and switch practice that passes the financial hardship of the COVID-19 pandemic to the consumers who are already under dire financial stress as a result of the pandemic. StubHub enticed Plaintiffs and the Class to purchase tickets with its “FanProtect™ Guarantee,” which promised that consumers would get 100% of their money back if events are canceled, and it had built the StubHub brand around this trademarked term for at least fourteen years. But when consumers needed that guarantee the most after COVID-19 caused financial ruin to many in the United States, StubHub unilaterally and surreptitiously redefined the terms of the guarantee so that it could keep the cash it collected for ticket prices and service fees rather than return it to the consumers as originally promised, despite being recently acquired by Viagogo for \$4 billion. Instead, StubHub began offering useless credits that may well expire prior to the end of the pandemic. Plaintiffs beseech the Court to force StubHub to comply with the terms of the bargain it made and return the cash back to the consumers who purchased tickets for events that have been or will be canceled.

2. Furthermore, Plaintiffs ask the Court to issue an order to prevent StubHub from unilaterally changing the terms of the “FanProtect™ Guarantee” to revoke the 100% money back term in the event of a cancellation, as it originally meant and has meant for at least fourteen years.

3. As the COVID-19 pandemic rages on with no predictable end in sight, StubHub continues to mislead consumers into purchasing tickets for events that are currently scheduled but may well be canceled because of the pandemic or other reasons by continuing to publicize and market the “FanProtect™ Guarantee” without clear and conspicuous disclosures that this guarantee no longer means a cash refund (as it has for at least fourteen years) and because StubHub further fails to disclose its position that it can unilaterally change the meaning of that guarantee at any time. Consumers who can afford to purchase entertainment tickets continue to do so under the erroneous assumption that the “FanProtect™ Guarantee” means what it originally meant for at least 14 years: 100% cash back in the event of a cancellation. Plaintiffs beseech the Court to order StubHub to disseminate clear, conspicuous, and prolific corrective advertising to educate consumers that when they purchase tickets with StubHub, they will not get cash back, may get the expiring credits StubHub currently offers, or may get something else or even nothing at all, because StubHub continues to assert that it has the right to change the definition of this guarantee unilaterally at any time.

OVERVIEW OF DEFENDANT’S UNLAWFUL PRACTICES

4. This case arises during a time of hardship for so many Americans, with each day bringing different news of the efforts to combat the novel coronavirus. Beginning in early March 2020, social distancing, shelter-in-place orders, and efforts to “flatten the curve” prompted the nationwide cancellation of sporting events, concerts, and other large gatherings as most of the country locked down. StubHub is the “world’s largest ticket marketplace” and, for at least fourteen years prior to COVID-19, had made a “FanProtect™ Guarantee” that ticket purchasers like Plaintiffs would receive full cash refunds for canceled events. The COVID-19 cancellations and StubHub’s trademarked guarantee should have meant that StubHub ticketholders like Plaintiffs were promptly refunded their hard-earned money—money consumers now need more than ever in a time when many of StubHub’s customers have lost their jobs and are suffering financial hardship. Yet after the pandemic hit, StubHub retroactively changed its cash refund policy and began refusing consumers the refunds long-promised by the

1 FanProtect™ Guarantee. Instead, StubHub began offering expiring coupons for future purchases on its
 2 website. And if this practice is not stopped by the Court, there is nothing to prevent StubHub from yet
 3 again redefining this guarantee to mean whatever suits StubHub.

4 5. This is a bait and switch on a global scale. The FanProtect™ Guarantee is the bedrock of
 5 StubHub's business model and has been part of its marketing since at least 2006. In February 26, 2020,
 6 just weeks before the pandemic hit, at a hearing before the House of Representatives Committee on
 7 Energy and Commerce, Stephanie Burns, StubHub's Vice President and General Counsel, testified that
 8 "StubHub's FanProtect Guarantee is the hallmark of our business and it is why we have earned the trust
 9 of fans around the globe."¹ And in October 2019, for example, Defendant's website stated in multiple
 10 places that "[y]ou'll get a refund if your event is canceled and not rescheduled."²

11 6. The whole point of the FanProtect™ Guarantee is that it placed the risk of loss onto
 12 StubHub. This assumption of risk is what allowed StubHub to convert the largely underground scalper
 13 market into more than \$1 billion in annual revenue and to be acquired for \$4 billion in February 2020
 14 by Viagogo. The consuming public relied on this guarantee in purchasing their tickets from StubHub.
 15 Yet the truth is that StubHub's assumption of the risk turned out to be hollow. As soon as the risk
 16 materialized, the company went back on its agreement with consumers *en masse*. To be sure, the
 17 COVID-19 pandemic is a catastrophic event beyond StubHub's control, but the inescapable reality is
 18 that the costs of this catastrophe must fall on the party that explicitly assumed the risk. This is precisely
 19 what risk-assumption commercial insurance is for, and the profit StubHub received in its acquisition was
 20 for, and it is precisely why StubHub has for years guaranteed that the cancellation risks would fall on
 21 itself rather than consumers.

22 7. In the early days of COVID-19, StubHub appeared to be taking the high road. On March
 23 8, 2020, StubHub's President emailed StubHub customers to "personally reach[] out to you regarding
 24 the current Coronavirus situation" because "[w]e know it's an unsettling time for everyone and our hearts
 25

26 ¹ Available at <https://docs.house.gov/meetings/IF/IF02/20200226/110588/HHRG-116-IF02-Wstate-BurnsS-20200226.pdf>.

27 ² Defendant recently scrubbed StubHub's website of these references but Google's cache prevented
 28 these items' erasure from the Internet.

1 go out to those impacted.” The email’s subject line was “Coronavirus Update: We have your back” and
 2 was meant to reassure customers that “**StubHub is here for you.**” (Emphasis in original.) Consistent
 3 with StubHub’s FanProtect™ Guarantee, the email also emphasized that “[i]f you bought tickets on
 4 StubHub to an event that is canceled, you have two options:

5 **1. Receive a full refund of your purchase**

6 **2. Receive a coupon for 120% of your original purchase**

7 (Emphasis in original.)

8 8. Yet just days later, StubHub changed tack, abandoning its longstanding FanProtect™
 9 Guarantee and starting to refuse consumers’ refund requests. On March 25, 2020, without so much as an
 10 email to consumers, StubHub surreptitiously changed the terms of its FanProtect™ Guarantee on the
 11 backpages of its website, then stating that “if the event is canceled and not rescheduled, you will get a
 12 refund or credit for use on a future purchase, as determined in StubHub’s sole discretion (unless a refund
 13 is required by law).”

14 9. On March 27, 2020, Sports Business reporter Darren Rovell tweeted³ about StubHub’s
 15 new policy and observed as follows:

16 Instead of full refunds for canceled events, they changed it to a COUPON
 17 worth 20% more than the value of the ticket. As pointed out by
 18 @don_shano, this is not only absurd (fans deserve their \$ back), it’s
 unethical and likely illegal.

19 10. StubHub responded that “[w]e appreciate our fans & want to create an offer of value
 20 given the difficult circumstances. To thank fans for their patience we are offering 120% credit. We will
 21 continue to provide refunds to buyers where required by law. This model is common practice in a number
 22 of industries.”⁴

23 11. This was public relations drivel. As one consumer noted “[t]he funny part about this is
 24 that there’s a 20% surcharge/fee for tickets, so basically @StubHub is just waiving a fee for a future
 25

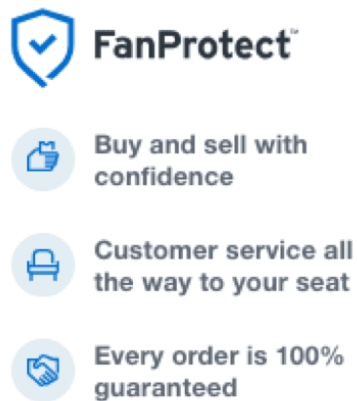
26
 27 ³ Available at: <https://twitter.com/stubhub/status/1243738305658830851>.

28 ⁴ *Id.*

1 purchase LOL.”⁵ Another consumer correctly observed “[a]s a buyer you pay 20% or more in fees so
 2 your [*sic*] just giving them an interest free loan. That also doesn’t include the risk of them going out of
 3 business.”⁶ Other consumers just asked for lawyers.⁷

4 12. Worse, on March 27, 2020, StubHub posted a “Coronavirus update” on its website stating
 5 that when an event is canceled, StubHub would charge resellers to recoup the amounts buyers had paid
 6 for canceled events. In other words, StubHub possesses funds it collected from resellers for tickets to
 7 now-canceled events. This money belongs to ticket buyers like Plaintiff, but StubHub has improperly
 8 decided to convert those funds for its own use.

9 13. Today, StubHub continues to use the FanProtect™ Guarantee trademark and prominently
 10 displays it on its website home page:



18 14. Consumers who have been exposed to more than a decade of StubHub’s marketing of the
 19 FanProtect™ Guarantee as meaning money back in the event of a cancellation, continue to buy tickets
 20 based on that understanding. The appearance of StubHub’s homepage does nothing to dispel this
 21 understanding, nor has StubHub conducted a corrective advertising campaign to explain to the
 22 consumers that the terms of the FanProtect™ Guarantee no longer means money back, and that StubHub
 23 can change the promise of the guarantee at any time.

24 15. Plaintiffs and the Class of consumers they seek to represent have been injured by
 25

26 ⁵ *Id.*

27 ⁶ Available at: <https://twitter.com/darrenrovell/status/1243710053066182658>.

28 ⁷ *Id.*

StubHub's unlawful practices. Accordingly, Plaintiffs and the Class defined below seek an immediate public injunction requiring StubHub to honor its longstanding refund policy, to preclude StubHub from unilaterally changing the terms of the guarantee or, alternatively, to proliferate clear, conspicuous, and extensive corrective advertising to notify consumers that the FanProtect™ Guarantee no longer means a cash refund, and that StubHub maintains it can change the meaning of the guarantee unilaterally at any time. Alternatively, the Court should order StubHub to stop using the FanProtect™ Guarantee logo and disseminate corrective advertising to the public to explain that the guarantee is no longer in effect. Plaintiffs further seek and award of damages, restitution, equitable relief, attorneys fees, and costs.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). The amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and is a class action in which there are more than 100 class members and diversity of citizenship exists between at least one member of the Class and Defendant.

17. This Court has personal jurisdiction over Defendant because Defendant's principal place of business is located in this District, Defendant is registered to and does conduct continuous, permanent, and substantial business activities in California and within this District, and a substantial portion of its acts complained of took place in California.

18. Venue is proper in the Northern District of California because Defendant resides and conducts substantial business within this District and a substantial part of the events that gave rise to Plaintiffs' claims occurred in this District.

PARTIES

California Plaintiffs

19. Plaintiff Angelo Gobaleza is a resident and citizen of San Diego, California. On January 6, 2020, Plaintiff Gobaleza purchased tickets to the April 10, 11, and 12, 2020, Coachella Valley Music and Arts Festival in Indio, California. Plaintiff Gobaleza paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Coachella Valley

1 Music and Arts Festival for which Plaintiff Gobaleza had purchased tickets through StubHub was
2 canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Gobaleza for this
3 ticket purchase.

4 20. Plaintiff Dianna Gomez is a resident and citizen of San Diego, California. On October 5,
5 2019 and October 6, 2019, Plaintiff Gomez purchased tickets to the April 5, 2020, Billie Eilish concert
6 in Los Angeles, California. Plaintiff Gomez paid for the tickets through StubHub, which included a
7 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
8 United States and, as a result, many state and local governments issued orders closing all non-essential
9 businesses and prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which
10 Plaintiff Gomez had purchased tickets through StubHub was canceled. Despite its FanProtect™
11 Guarantee, StubHub has failed to refund Plaintiff Gomez for this ticket purchase.

12 21. Plaintiff Anjora Hansen is a resident and citizen of San Diego, California. On January 29,
13 2020, Plaintiff Hansen purchased tickets to the April 2, 2020, Toronto Blue Jays vs. New York Yankees
14 MLB game in Bronx, NY. On February 12, 2020, Plaintiff Hansen also purchased tickets to the March
15 26, 2020, San Diego Padres vs. Colorado Rockies MLB game in San Diego, California. Plaintiff Hansen
16 paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In
17 March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local
18 governments issued orders closing all non-essential businesses and prohibiting large gatherings of
19 people. Subsequently, the Toronto Blue Jays vs. New York Yankees MLB game and the San Diego
20 Padres vs. Colorado Rockies MLB game for which Plaintiff Hansen had purchased tickets through
21 StubHub were canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff
22 Hansen for these ticket purchases.

23 22. Plaintiff Kenneth Kruger is a resident and citizen of Palo Alto, California. On January 6,
24 2020, Plaintiff Kruger purchased tickets to the April 11 and 12, 2020, Coachella Valley Music and Arts
25 Festival in Indio, California. Plaintiff Kruger paid for the tickets through StubHub, which included a
26 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
27 United States and, as a result, many state and local governments issued orders closing all non-essential
28 businesses and prohibiting large gatherings of people. Subsequently, the Coachella Valley Music and

1 Arts Festival for which Plaintiff Kruger had purchased tickets through StubHub was canceled. Despite
 2 its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Kruger for this ticket purchase.

3 23. Plaintiff Brittany McKenzie is a resident and citizen of Sacramento, California. On
 4 February 24, 2020, Plaintiff McKenzie purchased tickets to the April 25, 2020, Adam Lambert concert
 5 in Las Vegas, Nevada. Plaintiff McKenzie paid for the tickets through StubHub, which included a
 6 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 7 United States and, as a result, many state and local governments issued orders closing all non-essential
 8 businesses and prohibiting large gatherings of people. Subsequently, the Adam Lambert concert for
 9 which Plaintiff McKenzie had purchased tickets through StubHub was canceled. Despite its
 10 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff McKenzie for this ticket purchase.

11 24. Plaintiff Alexis Moran Sandoval is a resident and citizen of Earlimart, California. On
 12 February 24, 2020, Plaintiff Sandoval purchased tickets to the April 10, 11, and 12, 2020, Coachella
 13 Valley Music and Arts Festival in Indio, California. Plaintiff Sandoval paid for the tickets through
 14 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
 15 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
 16 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the
 17 Coachella Valley Music and Arts Festival for which Plaintiff Sandoval had purchased tickets through
 18 StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff
 19 Sandoval for this ticket purchase.

20 **Arizona Plaintiffs**

21 25. Anthony Fattori is a resident and citizen of Sun Tan Valley, Arizona. On January 13,
 22 2020, Plaintiff Fattori purchased tickets to the April 29, 2020, Kesha concert in Phoenix, Arizona.
 23 Plaintiff Fattori paid for the tickets through StubHub, which included a processing fee that went directly
 24 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
 25 state and local governments issued orders closing all non-essential businesses and prohibiting large
 26 gatherings of people. Subsequently, the Kesha concert for which Plaintiff Fattori had purchased tickets
 27 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
 28 Plaintiff Fattori for this ticket purchase, and instead provided a credit that expired in December, 2020.

1 On July 24, 2020, fearful he would lose his money, Plaintiff Fattori purchased tickets to the September
2 21, 2020, Five Seconds of Summer concert, in Phoenix, Arizona, which has now also been postponed to
3 June 22, 2021.

4 26. Plaintiff Richard Huante is a resident and citizen of Glendale, Arizona. On May 10, 2020,
5 Plaintiff Huante purchased tickets to the August 27, 2020, Arizona Cardinals vs. Las Vegas Raiders
6 Preseason NFL game in Las Vegas, Nevada. Plaintiff Huante paid for the tickets through StubHub, which
7 included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
8 impacted the United States and, as a result, many state and local governments issued orders closing all
9 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Arizona Cardinals
10 vs. Las Vegas Raiders Preseason NFL game for which Plaintiff Huante had purchased tickets through
11 StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff
12 Huante for this ticket purchase.

13 **Florida Plaintiffs**

14 27. Plaintiff Anabel Avalos is a resident and citizen of Miami Lake, Florida. On December
15 18, 2019, Plaintiff Avalos purchased tickets to the March 19, 2020 Miami Heat v. Chicago Bulls
16 Basketball game in Miami, Florida. Plaintiff Avalos paid for the tickets through StubHub, which
17 included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
18 impacted the United States and, as a result, many state and local governments issued orders closing all
19 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Miami Heat v.
20 Chicago Bulls Basketball for which Plaintiff Avalos had purchased tickets through StubHub was
21 canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Avalos for this
22 ticket purchase.

23 28. Plaintiff Deanna Cook is a resident and citizen of Miami Shores, Florida. On February
24 12, 2020, Plaintiff Cook purchased tickets to the August 22, 2020 Journey & The Pretenders concert in
25 West Palm Beach. Plaintiff Cook paid for the tickets through StubHub, which included a processing fee
26 that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and,
27 as a result, many state and local governments issued orders closing all non-essential businesses and
28 prohibiting large gatherings of people. Subsequently, the Journey & The Pretenders concert for which

1 Plaintiff Cook had purchased tickets through StubHub was canceled. Despite its FanProtect™
2 Guarantee, StubHub has failed to refund Plaintiff Cook for this ticket purchase.

3 29. Plaintiff Hazel Dominguez is a resident and citizen of Boca Raton, Florida. On March 1,
4 2020, Plaintiff Dominguez purchased tickets to the July 24, 2020 Aventura Reunion concert in Miami,
5 Florida. Plaintiff Dominguez paid for the tickets through StubHub, which included a processing fee that
6 went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as
7 a result, many state and local governments issued orders closing all non-essential businesses and
8 prohibiting large gatherings of people. Subsequently, the Aventura Reunion for which Plaintiff
9 Dominguez had purchased tickets through StubHub was postponed indefinitely. Despite its FanProtect™
10 Guarantee, StubHub has failed to refund Plaintiff Dominguez for this ticket purchase.

11 30. Plaintiff Matthew Fogg is a resident and citizen of St. Petersburg, Florida. On February
12 2, 2020, Plaintiff Fogg purchased tickets to the July 25-26, 2020 Tomorrowland Festival in Belgium.
13 Plaintiff Fogg paid for the tickets through StubHub, which included a processing fee that went directly
14 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
15 state and local governments issued orders closing all non-essential businesses and prohibiting large
16 gatherings of people. Subsequently, the Tomorrowland Festival for which Plaintiff Fogg had purchased
17 tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
18 Plaintiff Fogg for this ticket purchase.

19 **Georgia Plaintiffs**

20 31. Plaintiff Dennis Dwyer is a resident and citizen of Atlanta, Georgia. On March 15, 2020,
21 Plaintiff Dwyer purchased tickets to the June 11, 2020 Yaeji concert in Atlanta, Georgia. Plaintiff Dwyer
22 paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In
23 March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local
24 governments issued orders closing all non-essential businesses and prohibiting large gatherings of
25 people. Subsequently, the Yaeji concert for which Plaintiff Dwyer had purchased tickets through
26 StubHub was postponed indefinitely. Despite its FanProtect™ Guarantee, StubHub has failed to refund
27 Plaintiff Dwyer for this ticket purchase.

28 32. Plaintiff Paul Koble is a resident and citizen of Newnan, Georgia. On May 8, 2020,

1 Plaintiff Koble purchased tickets to the November 8, 2020 Denver Broncos and Atlanta Falcons game
 2 in Atlanta, Georgia. Plaintiff Koble paid for the tickets through StubHub, which included a processing
 3 fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States
 4 and, as a result, many state and local governments issued orders closing all non-essential businesses and
 5 prohibiting large gatherings of people. Subsequently, the Denver Broncos and Atlanta Falcons game for
 6 which Plaintiff Koble had purchased tickets through StubHub was canceled. Despite its FanProtect™
 7 Guarantee, StubHub has failed to refund Plaintiff Koble for this ticket purchase.

8 **Illinois Plaintiff**

9 33. Plaintiff Lisa Molitor is a resident and citizen of Volo, Illinois. On January 17, 2020,
 10 Plaintiff Molitor purchased tickets to the March 20, 2020 Blake Shelton concert in Milwaukee,
 11 Wisconsin. Plaintiff Molitor paid for the tickets through StubHub, which included a processing fee that
 12 went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as
 13 a result, many state and local governments issued orders closing all non-essential businesses and
 14 prohibiting large gatherings of people. Subsequently, the Blake Shelton concert for which Plaintiff
 15 Molitor had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee,
 16 StubHub has failed to refund Plaintiff Molitor for this ticket purchase.

17 **Indiana Plaintiffs**

18 34. Plaintiff David Dahl is a resident and citizen of New Haven, Indiana. On February 20,
 19 2020, Plaintiff Dahl purchased tickets to the July 18, 2020 MLB game in Kansas City, Kansas. Plaintiff
 20 Dahl paid for the tickets through StubHub, which included a processing fee that went directly to
 21 StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
 22 state and local governments issued orders closing all non-essential businesses and prohibiting large
 23 gatherings of people. Subsequently, the MLB game for which Plaintiff Dahl had purchased tickets
 24 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
 25 Plaintiff Dahl for this ticket purchase.

26 35. Plaintiff Brian Moore is a resident and citizen of Muncie, Indiana. On February 24, 2020,
 27 Plaintiff Moore purchased tickets to the May 24, 2020 Indianapolis 500 in Indianapolis, Indiana.
 28 Plaintiff Moore paid for the tickets through StubHub, which included a processing fee that went directly

1 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
 2 state and local governments issued orders closing all non-essential businesses and prohibiting large
 3 gatherings of people. Subsequently, the Indianapolis 500 for which Plaintiff Moore had purchased
 4 tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to
 5 refund Plaintiff Moore for this ticket purchase.

6 36. Plaintiff Jennifer Williams is a resident and citizen of Greenville, Indiana. On March 6,
 7 2020, Plaintiff Williams purchased tickets to the March 18, 2020 Indiana Pacers vs. Golden State
 8 Warriors basketball game in Indianapolis, Indiana. Plaintiff Williams paid for the tickets through
 9 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
 10 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
 11 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Indiana
 12 Pacers vs. Golden State Warriors basketball game for which Plaintiff Williams had purchased tickets
 13 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
 14 Plaintiff Williams for this ticket purchase.

15 **Louisiana Plaintiff**

16 37. Plaintiff Casey Moyer is a resident and citizen of Shreveport, Louisiana. On February 3,
 17 2020, Plaintiff Moyer purchased tickets to the March 14, 2020 Jon Pardi concert in Houston, Texas.
 18 Plaintiff Moyer paid for the tickets through StubHub, which included a processing fee that went directly
 19 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
 20 state and local governments issued orders closing all non-essential businesses and prohibiting large
 21 gatherings of people. Subsequently, the Jon Pardi concert for which Plaintiff Moyer had purchased
 22 tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
 23 Plaintiff Moyer for this ticket purchase.

24 **Maryland Plaintiffs**

25 38. Plaintiff Brendan Carroll is a resident and citizen of Annapolis, Maryland. On January 9,
 26 2020, Plaintiff Carroll purchased tickets to the March 19, 2020 Adam Sandler event in Hanover,
 27 Maryland. Plaintiff Carroll paid for the tickets through StubHub, which included a processing fee that
 28 went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as

1 a result, many state and local governments issued orders closing all non-essential businesses and
2 prohibiting large gatherings of people. Subsequently, the Adam Sandler event for which Plaintiff Carroll
3 had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has
4 failed to refund Plaintiff Carroll for this ticket purchase.

5 39. Plaintiff Brittany Knight is a resident and citizen of Baltimore, Maryland. In February
6 2020, Plaintiff Knight purchased tickets to the March 15, 2020 Oklahoma City Thunder v. Washington
7 Wizards basketball game in Washington, DC. Plaintiff Knight paid for the tickets through StubHub,
8 which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
9 impacted the United States and, as a result, many state and local governments issued orders closing all
10 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Oklahoma City
11 Thunder v. Washington Wizards basketball for which Plaintiff Knight had purchased tickets through
12 StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff
13 Knight for this ticket purchase.

14 40. Plaintiff Amanda Matlock is a resident and citizen of Ellicott City, Maryland. On
15 December 14, 2019, Plaintiff Matlock purchased tickets to a May 10, 2020 Lady Gaga Concert in Las
16 Vegas, Nevada. Plaintiff Matlock paid for the tickets through StubHub, which included a processing fee
17 that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and,
18 as a result, many state and local governments issued orders closing all non-essential businesses and
19 prohibiting large gatherings of people. Subsequently, the Lady Gaga concert for which Plaintiff Matlock
20 had purchased tickets through StubHub was postponed indefinitely. Despite its FanProtect™ Guarantee,
21 StubHub has failed to refund Plaintiff Matlock for this ticket purchase.

22 41. Plaintiff Gary Ward is a resident and citizen of Forest Hill, Maryland. On March 5, 2020
23 Plaintiff Ward purchased tickets to the June 17, 2020 PGA Event in New York. Plaintiff Ward paid for
24 the tickets through StubHub, which included a processing fee that went directly to StubHub. In March
25 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local
26 governments issued orders closing all non-essential businesses and prohibiting large gatherings of
27 people. Subsequently, the PGA event for which Plaintiff Ward had purchased tickets through StubHub
28 was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Ward for this

1 ticket purchase.

2 **Massachusetts Plaintiffs**

3 42. Plaintiff Yolanda Gordils is a resident and citizen of Cambridge, Massachusetts. On
4 December 16, 2019, Plaintiff Gordils purchased tickets to the March 19, 2020, Billie Eilish concert in
5 Boston, Massachusetts. Plaintiff Gordils paid for the tickets through StubHub, which included a
6 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
7 United States and, as a result, many state and local governments issued orders closing all non-essential
8 businesses and prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which
9 Plaintiff Gordils had purchased tickets through StubHub was [canceled / postponed indefinitely]. Despite
10 its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Gordils for this ticket purchase.

11 43. Plaintiff William Mignault is a resident and citizen of Stoneham, Massachusetts. On
12 December 19, 2019, Plaintiff Mignault purchased tickets to the June 21, 2020, James Taylor with Bonnie
13 Raitt and Brandi Carlile concert in Boston, Massachusetts. Plaintiff Mignault paid for the tickets through
14 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
15 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
16 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the James
17 Taylor with Bonnie Raitt and Bradi Carlile concert for which Plaintiff Mignault had purchased tickets
18 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
19 Plaintiff Mignault for this ticket purchase.

20 44. Plaintiff Jeff Thomas is a resident and citizen of Marlborough, Massachusetts. On
21 December 24, 2020, Plaintiff Thomas purchased tickets to the August 25, 2020, Mötley Crüe with Def
22 Leppard, Poison, and Joan Jett & the Blackhearts concert in Boston, Massachusetts. Plaintiff Thomas
23 paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In
24 March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local
25 governments issued orders closing all non-essential businesses and prohibiting large gatherings of
26 people. Subsequently, the Mötley Crüe with Def Leppard, Poison, and Joan Jett & the Blackhearts
27 concert for which Plaintiff Thomas had purchased tickets through StubHub was canceled. Despite its
28 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Thomas for this ticket purchase.

Minnesota Plaintiffs

45. Plaintiff Josiah Burkhardtsmeier is a resident and citizen of Fergus Falls, Minnesota. On September 11, 2019, Plaintiff Burkhardtsmeier purchased tickets to the March 12, 2020 Vegas Golden Knights and Minnesota Wild game in St. Paul, Minnesota. Plaintiff Burkhardtsmeier paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Vegas Golden Knights and Minnesota Wild game for which Plaintiff Burkhardtsmeier had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Burkhardtsmeier for this ticket purchase.

46. Plaintiff Bonnie Lee Risch is a resident and citizen of Forest Lake, Minnesota. On February 15, 2020, Plaintiff Risch purchased tickets to the May 20, 2020 Five Finger Death Punch with Papa Roach, I Prevail and Ice Nine Kills concert in St. Paul, Minnesota. Plaintiff Risch paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Five Finger Death Punch with Papa Roach, I Prevail and Ice Nine Kills concert for which Plaintiff Risch had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Risch for this ticket purchase.

Nevada Plaintiff

47. Plaintiff Scot Hudson is a resident and citizen of Sparks, Nevada. On December 29, 2019, Plaintiff Hudson purchased tickets to the June 21, 2020 New York Yankees and Minnesota Twins game in Minneapolis, Minnesota. Plaintiff Hudson paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the New York Yankees and Minnesota Twins game for which Plaintiff Hudson had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Hudson for this

1 ticket purchase.

2 **New Hampshire Plaintiff**

3 48. Plaintiff Amy Ebeling is a resident and citizen of Greenland, New Hampshire. On
 4 February 18, 2020, Plaintiff Ebeling purchased tickets to the July 16, 2020, Bon Jovi and Bryan Adams
 5 concert in Boston, Massachusetts. Plaintiff Ebeling paid for the tickets through StubHub, which included
 6 a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 7 United States and, as a result, many state and local governments issued orders closing all non-essential
 8 businesses and prohibiting large gatherings of people. Subsequently, the Bon Jovi and Bryan Adams
 9 concert for which Plaintiff Ebeling had purchased tickets through StubHub was canceled. Despite its
 10 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Ebeling for this ticket purchase.

11 **New Jersey Plaintiffs**

12 49. Plaintiff Jim Harris is a resident and citizen of Medford, New Jersey. On February 15,
 13 2020, Plaintiff Harris purchased tickets to the March 28, 2020, Brooklyn Nets vs. Cleveland Cavaliers
 14 NBA game in Brooklyn, New York. Plaintiff Harris paid for the tickets through StubHub, which included
 15 a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 16 United States and, as a result, many state and local governments issued orders closing all non-essential
 17 businesses and prohibiting large gatherings of people. Subsequently, the Brooklyn Nets vs. Cleveland
 18 Cavaliers NBA game for which Plaintiff Harris had purchased tickets through StubHub was canceled.
 19 Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Harris for this ticket purchase.

20 50. Plaintiff Katherine Morales is a resident and citizen of Bloomfield, New Jersey. On
 21 March 5, 2020, Plaintiff Morales purchased tickets to the April 2, 2020, Toronto Blue Jays vs. New York
 22 Yankees MLB game in Bronx, New York. Plaintiff Morales paid for the tickets through StubHub, which
 23 included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
 24 impacted the United States and, as a result, many state and local governments issued orders closing all
 25 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Toronto Blue Jays
 26 vs. New York Yankees MLB game for which Plaintiff Morales had purchased tickets through StubHub
 27 was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Morales for
 28 this ticket purchase.

51. Plaintiff Adjani Janvie Delgado Rivera is a resident and citizen of Union City, New Jersey. On February 29, 2020, Plaintiff Delgado Rivera purchased tickets to the March 16, 2020 Billie Eilish concert in Newark, New Jersey. Plaintiff Delgado Rivera paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which Plaintiff Delgado Rivera had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Delgado Rivera for this ticket purchase.

New York Plaintiffs

52. Plaintiff Fiana Burshteyn is a resident and citizen of New York, New York. On October 4, 2019 Plaintiff Burshteyn purchased tickets to the March 15, 2020 Billie Eilish concert in New York, New York. Plaintiff Burshteyn paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which Plaintiff Burshteyn had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Burshteyn for this ticket purchase.

53. Plaintiff Brett Allison Kushner is a resident and citizen of Plainview, New York. On October 3, 2019, Plaintiff Kushner purchased tickets to the March 20, 2020 Billie Eilish concert in Brooklyn, New York. Plaintiff Kushner paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which Plaintiff Kushner had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Kushner for this ticket purchase.

54. Plaintiff Stephanie Wood is a resident and citizen of Brooklyn, New York. On October 4, 2019, Plaintiff Wood purchased tickets to the March 20, 2020 Billie Eilish concert in Brooklyn, New

1 York. Plaintiff paid for the tickets through StubHub, which included a processing fee that went directly
 2 to StubHub. The Billie Eilish concert for which Plaintiff Wood had purchased tickets through StubHub
 3 was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Wood for this
 4 ticket purchase.

5 55. Plaintiff Benjamin Wutz is a resident and citizen of Elma, New York. On February 3,
 6 2020 Plaintiff Wutz purchased a ticket to the June 25-28, 2020 Electric Forest Music Festival in
 7 Rothbury, Michigan. On February 10, 2020 Plaintiff Wutz purchased a ticket to the May 15-17, 2020
 8 Electric Daisy Carnival Las Vegas, Las Vegas, Nevada. Plaintiff Wutz paid for the tickets through
 9 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
 10 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
 11 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the
 12 Electric Forest Music Festival and the Electric Daisy Carnival Las Vegas for which Plaintiff Wutz had
 13 purchased tickets through StubHub were postponed, and then canceled. Despite its FanProtect™
 14 Guarantee, StubHub has failed to refund Plaintiff Wutz for this ticket purchase.

15 **North Carolina Plaintiffs**

16 56. Plaintiff Candace Reece Cooper is a resident and citizen of Mount Pleasant, North
 17 Carolina. On March 6, 2020, Plaintiff Reece Cooper purchased tickets to the March 29, 2020 Harlem
 18 Globetrotters Tour. On March 4, 2020, Plaintiff Reece Cooper purchased tickets to the March 28, 2020
 19 Pittsburgh Penguins and Carolina Hurricanes game. Plaintiff Reece Cooper paid for the tickets through
 20 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
 21 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
 22 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Harlem
 23 Globetrotters Tour and the Pittsburgh Penguins and Carolina Hurricanes game for which Plaintiff Reece
 24 Cooper had purchased tickets through StubHub were canceled. Despite its FanProtect™ Guarantee,
 25 StubHub has failed to refund Plaintiff Reece Cooper for these ticket purchases.

26 57. Plaintiff Sheila Green is a resident and citizen of Hendersonville, North Carolina. On
 27 February 3, 2020, Plaintiff Green purchased tickets to the July 16, 2020 Guns N Roses concert in
 28 Washington D.C. On February 3, 2020, Plaintiff Green purchased tickets to the July 8, 2020 Guns N

1 Roses concert in Philadelphia, Pennsylvania. Plaintiff Green paid for the tickets through StubHub, which
 2 included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
 3 impacted the United States and, as a result, many state and local governments issued orders closing all
 4 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Guns N Roses
 5 concerts for which Plaintiff Green had purchased tickets through StubHub were canceled. Despite its
 6 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Green for this ticket purchase.

7 58. Plaintiff Laura Lym-Murphy is a resident and citizen of Wilmington, North Carolina. On
 8 January 13, 2020, Plaintiff Lym-Murphy purchased tickets to the June 20, 2020 Elton John concert in
 9 Chicago, Illinois. Plaintiff Lym-Murphy paid for the tickets through StubHub, which included a
 10 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 11 United States and, as a result, many state and local governments issued orders closing all non-essential
 12 businesses and prohibiting large gatherings of people. Subsequently, the Elton John concert for which
 13 Plaintiff Lym-Murphy had purchased tickets through StubHub was postponed until 2022. Despite its
 14 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Lym-Murphy for this ticket purchase.

15 **Ohio Plaintiff**

16 59. Plaintiff Julie Metz is a resident and citizen of Monroe, Ohio. On March 7, 2020, Plaintiff
 17 Metz purchased tickets to the September 29, 2020 Tenacious D concert in Cincinnati, Ohio. Plaintiff
 18 Metz paid for the tickets through StubHub, which included a processing fee that went directly to
 19 StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
 20 state and local governments issued orders closing all non-essential businesses and prohibiting large
 21 gatherings of people. Subsequently, the Tenacious D concert for which Plaintiff Metz had purchased
 22 tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to
 23 refund Plaintiff Metz for this ticket purchase.

24 **Oregon Plaintiffs**

25 60. Plaintiff Crystal Ashley Davis is a resident and citizen of Albany, Oregon. On February
 26 24, 2020, Plaintiff Davis purchased tickets to the April 10, 2020, Billie Eilish concert in Tacoma,
 27 Washington. Plaintiff Davis paid for the tickets through StubHub, which included a processing fee that
 28 went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as

1 a result, many state and local governments issued orders closing all non-essential businesses and
2 prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which Plaintiff Davis
3 had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has
4 failed to refund Plaintiff Davis for this ticket purchase.

5 61. Plaintiff Ernie Glaspey is a resident and citizen of Springfield, Oregon. On February 14,
6 2020, Plaintiff Glaspey purchased tickets to the March 12, 2020, Tool concert in Eugene, Oregon.
7 Plaintiff Glaspey paid for the tickets through StubHub, which included a processing fee that went directly
8 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
9 state and local governments issued orders closing all non-essential businesses and prohibiting large
10 gatherings of people. Subsequently, the Tool concert for which Plaintiff Glaspey had purchased tickets
11 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
12 Plaintiff Glaspey for this ticket purchase.

13 **Pennsylvania Plaintiffs**

14 62. Plaintiff Conrad Markwalder is a resident and citizen of New Hope, Pennsylvania. On
15 February 13, 2020, Plaintiff Markwalder purchased a ticket to the August 7, 2020 Rage Against the
16 Machine concert in Camden, New Jersey. Plaintiff Markwalder paid for the ticket through StubHub,
17 which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic
18 impacted the United States and, as a result, many state and local governments issued orders closing all
19 non-essential businesses and prohibiting large gatherings of people. Subsequently, the Rage Against the
20 Machine concert for which Plaintiff Markwalder had purchased tickets through StubHub was postponed
21 indefinitely. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Markwalder for
22 this ticket purchase.

23 63. Plaintiff Reginald McDaniel is a resident and citizen of King of Prussia, Pennsylvania.
24 On February 14, 2020, Plaintiff McDaniel purchased tickets to the August 1, 2020 Justin Bieber concert
25 in Philadelphia, Pennsylvania. Plaintiff McDaniel paid for the tickets through StubHub, which included
26 a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
27 United States and, as a result, many state and local governments issued orders closing all non-essential
28 businesses and prohibiting large gatherings of people. Subsequently, the Justin Bieber concert for which

1 Plaintiff McDaniel had purchased tickets through StubHub was canceled. Despite its FanProtect™
 2 Guarantee, StubHub has failed to refund Plaintiff McDaniel for this ticket purchase.

3 64. Plaintiff Michael Reaggs is a resident and citizen of Palmrya, Pennsylvania. On January
 4 30, 2020, Plaintiff Reaggs purchased tickets to the April 5, 2020 Orlando Magic and 76ers game in
 5 Philadelphia, Pennsylvania. Plaintiff Reaggs paid for the tickets through StubHub, which included a
 6 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 7 United States and, as a result, many state and local governments issued orders closing all non-essential
 8 businesses and prohibiting large gatherings of people. Subsequently, the Orlando Magic and 76ers game
 9 for which Plaintiff Reaggs had purchased tickets through StubHub was canceled. Despite its
 10 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Reaggs for this ticket purchase.

11 65. Plaintiff Derrick Weaver a resident and citizen of Oakdale, Pennsylvania. On March 5,
 12 2020, Plaintiff Weaver purchased tickets to the May 12, 2020 Sal Vulcano concert in Royal Oak,
 13 Michigan. Plaintiff Weaver paid for the tickets through StubHub, which included a processing fee that
 14 went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as
 15 a result, many state and local governments issued orders closing all non-essential businesses and
 16 prohibiting large gatherings of people. Subsequently, the Sal Vulcano concert for which Plaintiff
 17 Weaver had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee,
 18 StubHub has failed to refund Plaintiff Weaver for this ticket purchase.

19 **Texas Plaintiffs**

20 66. Plaintiff Brian Abeyta is a resident and citizen of Leander, Texas. On September 18, 2020,
 21 Plaintiff Abeyta purchased tickets to the March 21, 2020 Chicago Bulls vs. Houston Rockets basketball
 22 game in Houston, Texas. Plaintiff Abeyta paid for the tickets through StubHub, which included a
 23 processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the
 24 United States and, as a result, many state and local governments issued orders closing all non-essential
 25 businesses and prohibiting large gatherings of people. Subsequently, the Chicago Bulls vs. Houston
 26 Rockets basketball game for which Plaintiff Abeyta had purchased tickets through StubHub was
 27 canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Abeyta for this
 28 ticket purchase.

67. Plaintiff Amy Gutierrez is a resident and citizen of Austin, Texas. On March 8, 2020, Plaintiff Gutierrez purchased tickets to the March 12, 2020 Florida Panthers vs. Dallas Stars basketball game in Dallas, Texas. Plaintiff Gutierrez paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Florida Panthers vs. Dallas Stars basketball game for which Plaintiff Gutierrez had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Gutierrez for this ticket purchase.

68. Plaintiff Adam Schiefer is a resident and citizen of Austin, Texas. On January 6, 2020, Plaintiff Schiefer purchased tickets to the Coachella Music Festival scheduled to begin on April 10, 2020 in India, California. Plaintiff Schiefer paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the Coachella Music Festival for which Plaintiff Schiefer had purchased tickets through StubHub was postponed indefinitely. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Schiefer for this ticket purchase.

Virginia Plaintiffs

69. Plaintiff Don Andersen is a resident and citizen of Falls Church, Virginia. On February 25, 2020, Plaintiff Andersen purchased tickets to the June 4, 5, 6, and 7, 2020, CMA Music Festival in Nashville, Tennessee. Plaintiff Andersen paid for the tickets through StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many state and local governments issued orders closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the CMA Music Festival for which Plaintiff Andersen had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund Plaintiff Andersen for this ticket purchase.

70. Plaintiff Emma Goodacre is a resident and citizen of Manassas, Virginia. On February 9, 2020, Plaintiff Goodacre purchased tickets to the August 7, 2020, Incubus concert in Bristow, Virginia.

1 Plaintiff Goodacre paid for the tickets through StubHub, which included a processing fee that went
2 directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a
3 result, many state and local governments issued orders closing all non-essential businesses and
4 prohibiting large gatherings of people. Subsequently, the Incubus concert for which Plaintiff Goodacre
5 had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has
6 failed to refund Plaintiff Goodacre for this ticket purchase.

7 **Washington Plaintiffs**

8 71. Plaintiff Bob Kenna is a resident and citizen of Puyallup, Washington. On December 19,
9 2020, Plaintiff Kenna purchased tickets to the May 20, 2020 Journey concert in Ridgefield, Washington.
10 Plaintiff Kenna paid for the tickets through StubHub, which included a processing fee that went directly
11 to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a result, many
12 state and local governments issued orders closing all non-essential businesses and prohibiting large
13 gatherings of people. Subsequently, the Journey concert for which Plaintiff Kenna had purchased tickets
14 through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has failed to refund
15 Plaintiff Kenna for this ticket purchase.

16 72. Plaintiff Theresa Gren is a resident and citizen of Tumwater, Washington. On February
17 18, 2020, Plaintiff Gren purchased tickets to an American Utopia Broadway show in New York, New
18 York. Plaintiff Gren paid for the tickets through StubHub, which included a processing fee that went
19 directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States and, as a
20 result, many state and local governments issued orders closing all non-essential businesses and
21 prohibiting large gatherings of people. Subsequently, the American Utopia show for which Plaintiff Gren
22 had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has
23 failed to refund Plaintiff Gren for this ticket purchase.

24 73. Plaintiff Jennifer Lively is a resident and citizen of Lake Stevens, Washington. On
25 November 16, 2019, Plaintiff Lively purchased tickets to the April 10, 2020 Billie Eilish concert in
26 Tacoma, Washington. Plaintiff Lively paid for the tickets through StubHub, which included a processing
27 fee that went directly to StubHub. In March 2020, the COVID-19 pandemic impacted the United States
28 and, as a result, many state and local governments issued orders closing all non-essential businesses and

1 prohibiting large gatherings of people. Subsequently, the Billie Eilish concert for which Plaintiff Lively
 2 had purchased tickets through StubHub was canceled. Despite its FanProtect™ Guarantee, StubHub has
 3 failed to refund Plaintiff Lively for this ticket purchase.

4 **Wisconsin Plaintiff**

5 74. Plaintiff Matthew McMillan is a resident and citizen of Osceola, Wisconsin. In early
 6 March, 2020, Plaintiff McMillan purchased tickets to a March 20, 2020 National Hockey League game
 7 between the Winnipeg Jets and the Minnesota Wild. Plaintiff McMillan paid for the tickets through
 8 StubHub, which included a processing fee that went directly to StubHub. In March 2020, the COVID-
 9 19 pandemic impacted the United States and, as a result, many state and local governments issued orders
 10 closing all non-essential businesses and prohibiting large gatherings of people. Subsequently, the hockey
 11 game for which Plaintiff McMillan had purchased tickets through StubHub was canceled. Despite its
 12 FanProtect™ Guarantee, StubHub has failed to refund Plaintiff McMillan for this ticket purchase.

13 **Defendant**

14 75. Defendant StubHub, Inc. is a Delaware corporation headquartered in San Francisco,
 15 California. Defendant owns and operates the StubHub platform as a marketplace for event tickets. The
 16 market operates primarily through StubHub's website, www.stubhub.com, and through its mobile
 17 applications. On the website and apps, sellers list tickets for sale to events like concerts, sporting events,
 18 comedy shows, and theater. Buyers can purchase these tickets through Defendant's website or apps.
 19 Defendant charge fees to both the buyers and sellers for this service.

20 **FACTUAL ALLEGATIONS**

21 **A. The FanProtect™ Guarantee is synonymous with StubHub's brand as a result of at least**
 22 **14 years of marketing, and has always meant money back in the event of cancellation until**
 23 **the COVID-19 pandemic.**

24 76. StubHub's website provides a marketplace where ticket resellers can offer tickets to live
 25 entertainment to potential ticket purchasers. Consumers can use StubHub's website or use one of
 26 StubHub's mobile apps to find tickets available for purchase. To purchase tickets, consumers pay
 27 StubHub the price set by the reseller as well as substantial additional fees that StubHub charges in
 28 exchange for providing the marketplace as well as guaranteeing buyers' purchases. After the transaction,

1 StubHub delivers the ticket to the buyer and pays the reseller. StubHub keeps the additional fees.

2 77. In 2019 alone, StubHub made over \$1 billion in fees and commissions. The company
3 bills itself as the world's largest ticket marketplace and was purchased in February 2020 for over \$4
4 billion.

5 78. StubHub was founded in 2000 with the goal of converting the shady, secondary scalper
6 ticket market into a contactless and inviting marketplace that would significantly expand the secondary
7 ticket market. Prior to internet middlemen like StubHub, consumers who missed out on purchasing
8 tickets directly from the issuer often had little choice but to purchase tickets from a scalper. If something
9 went wrong, the buyer was out of luck. As a StubHub co-founder Jeff Fluhr put it "you had the consumer
10 perception of the guy with the trench coat at the game, trying to hawk tickets out of the trunk of his car."⁸
11 "Any time there is a fundamental consumer need for something, but . . . there's a lack of trust, that means
12 there's a problem that could be fixed" Fluhr noted.⁹

13 79. To build a marketplace that would combat consumer unease about the secondary ticket
14 marketplace, StubHub issued its trademarked FanProtectTM Guarantee. "The guarantee was in many
15 ways the nucleus of the value proposition that we were offering," Fluhr said.¹⁰ "People were skeptical
16 about buying tickets. We were trying to be the solution and the safe alternative."¹¹

17 80. StubHub has offered its FanProtectTM Guarantee as a centerpiece of its business model
18 since at least 2006, prominently displaying this guarantee on its landing page and throughout its website
19 and making it clear that consumers' ticket purchases were protected from event cancellations with a cash
20 refund guarantee.

21 81. StubHub then set out on a years-long marketing campaign to ensure that consumers knew
22 about the FanProtectTM Guarantee. As StubHub's Chief Marketing Officer Ray Elias put it, "it came
23 down to being able to name it the FanProtectTM Guarantee, and to reinforcing and reinforcing and
24

25 ⁸ Available at: <https://www.sportsbusinessdaily.com/Journal/Issues/2013/09/16/In-Depth/StubHub.aspx>.

26 ⁹ *Id.*

27 ¹⁰ *Id.*

28 ¹¹ *Id.*

reinforcing that StubHub, like any best-in-class e-commerce company, was going to stand behind the product that we're selling."¹²

B. As the COVID-19 pandemic arrived, StubHub reinforced the FanProtect™ Guarantee and its promise of money back in the event of a cancellation.

82. In the early days of COVID-19, StubHub appeared to be taking the high road. On March 8, 2020, StubHub's President emailed StubHub customers to "personally reach[] out to you regarding the current Coronavirus situation" because "[w]e know it's an unsettling time for everyone and our hearts go out to those impacted." The email's subject line was "Coronavirus Update: We have your back" and was meant to reassure customers that "**StubHub is here for you.**" (Emphasis in original.) Consistent with StubHub's FanProtect™ Guarantee, the email also emphasized that "[i]f you bought tickets on StubHub to an event that is canceled, you have two options:

1. Receive a full refund of your purchase

2. Receive a coupon for 120% of your original purchase

(Emphasis in original.)

C. StubHub suddenly reneged on the money back guarantee.

83. Yet just days later, StubHub changed tack, abandoning its longstanding FanProtect™ Guarantee and starting to refuse consumers' refund requests. On or about March 25, 2020, without so much as an email to consumers, StubHub surreptitiously changed the terms of its FanProtect™ Guarantee on the backpages of its website, then stating that "if the event is canceled and not rescheduled, you will get a refund or credit for use on a future purchase, as determined in StubHub's sole discretion (unless a refund is required by law)."

84. On March 27, 2020, Sports Business reporter Darren Rovell tweeted¹³ about StubHub's new policy and observed as follows:

Instead of full refunds for canceled events, they changed it to a COUPON worth 20% more than the value of the ticket. As pointed out by @don_shano, this is not only absurd (fans deserve their \$ back), it's

¹² *Id.*

¹³ Available at: <https://twitter.com/stubhub/status/1243738305658830851>.

unethical and likely illegal.

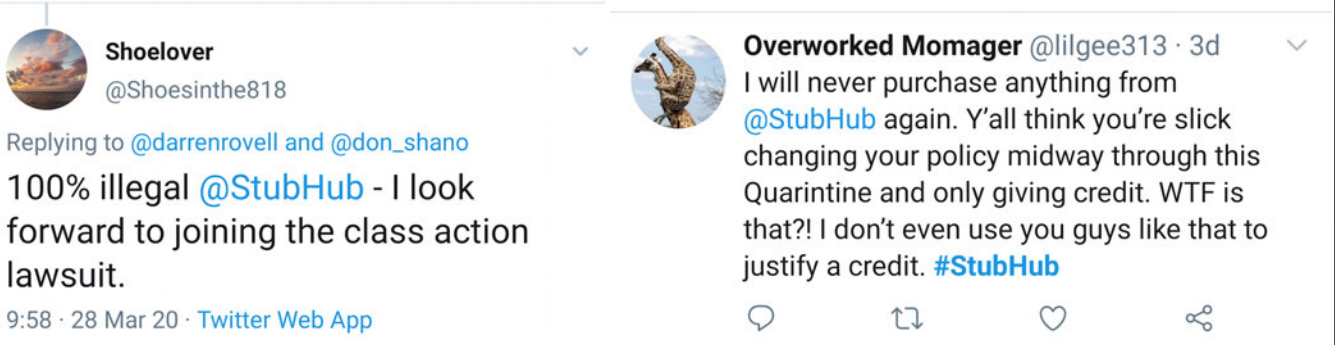
85. StubHub responded that “[w]e appreciate our fans & want to create an offer of value given the difficult circumstances. To thank fans for their patience we are offering 120% credit. We will continue to provide refunds to buyers where required by law. This model is common practice in a number of industries.”¹⁴

86. This was public relations drivel. As one consumer noted “[t]he funny part about this is that there’s a 20% surcharge/fee for tickets, so basically @StubHub is just waiving a fee for a future purchase LOL.”¹⁵ Another consumer correctly observed “[a]s a buyer you pay 20% or more in fees so your [*sic*] just giving them an interest free loan. That also doesn’t include the risk of them going out of business.”¹⁶ Other consumers just asked for lawyers.¹⁷

87. Worse, on March 27, 2020, StubHub posted a “Coronavirus update” on its website stating that when an event is canceled, StubHub would charge resellers to recoup the amounts buyers had paid for canceled events. In other words, StubHub possesses funds it collected from resellers for tickets to now-canceled events. This money belongs to ticket buyers like Plaintiff, but StubHub has improperly decided to convert those funds for its own use.

D. Consumers are outraged.

88. Understandably, StubHub’s bait-and-switch, after years of centering the peace of mind afforded by the FanProtect™ Guarantee, has prompted a fierce response from members of the public who have learned of StubHub’s retroactive refusal to honor the money back guarantee. Below is just a small sample of the consumer backlash that can be found on the internet:



¹⁵ *Id.*

¹⁶ Available at: <https://twitter.com/darrenrovell/status/1243710053066182658>.

¹⁷ *Id.*

sportyblue @Sportyblue1 · 01 Apr
 Replying to @spookyMN @darrenrovell and @don_shano
 Stubhub already did a chargeback for tickets that were sold. And then are keeping the money for tickets bought. Quite the racket they have going on.



A.J. Rizzo
 @ajarjr

Replying to @calph7

They sent us an email last week giving us the choice of money back or the extra 20%. Now they went back on that email.

6:48 · 28 Mar 20 · Twitter for iPhone

Somewhere over Dwayne Bowe
 @Cort9999

Replying to @darrenrovell and @don_shano

Lawsuits forthcoming....

21:30 · 27 Mar 20 · Twitter for iPhone



Chris Goodman @Biwabik01 · 27 Mar
 Replying to @darrenrovell @seanmdav and @don_shano

SUE. THEM. #StubHubCrooks



Kurt DePoy
 @YankeeKurt

Replying to @darrenrovell and @don_shano

Awful. And especially now when people just want their cash back in these trying times!

23:00 · 27 Mar 20 · Twitter for iPhone

chris simoneau
 @chris_simoneau

Replying to @darrenrovell and @don_shano

Not "likely illegal", it is 100% illegal. Nice try, @StubHub, you f**king crooks.

11:58 · 29 Mar 20 · Twitter Web App

John
 @diduever_notice

Replying to @darrenrovell and @don_shano

Can't wait to jump on the lawsuit against @StubHub they refuse to give me my money back!

7:00 · 24 Apr 20 · Twitter for Android

Missouri Dave-Text TRUMP to ... · 27 Mar
 Replying to @darrenrovell @seanmdav and @don_shano

Class action time.



**Beth Hill**

@bethlovesUK

Replying to @unlvgy @StubHub and 2 others

Good luck to you! Coupons are not what anyone needs right now.... 🙄

9:02 · 28 Mar 20 from Georgetown, KY · Twitter for iPhone

**Kelly B. McGillivray**

@kellybmcg

Replying to @darrenrovell and @don_shano

guessing StubHub did not discuss this with their legal team

20:29 · 27 Mar 20 · Twitter for Android

**Dr. Not So Feel Good** @FrankZ1... · 29 Mar

Replying to @darrenrovell and @don_shano

I want my money back

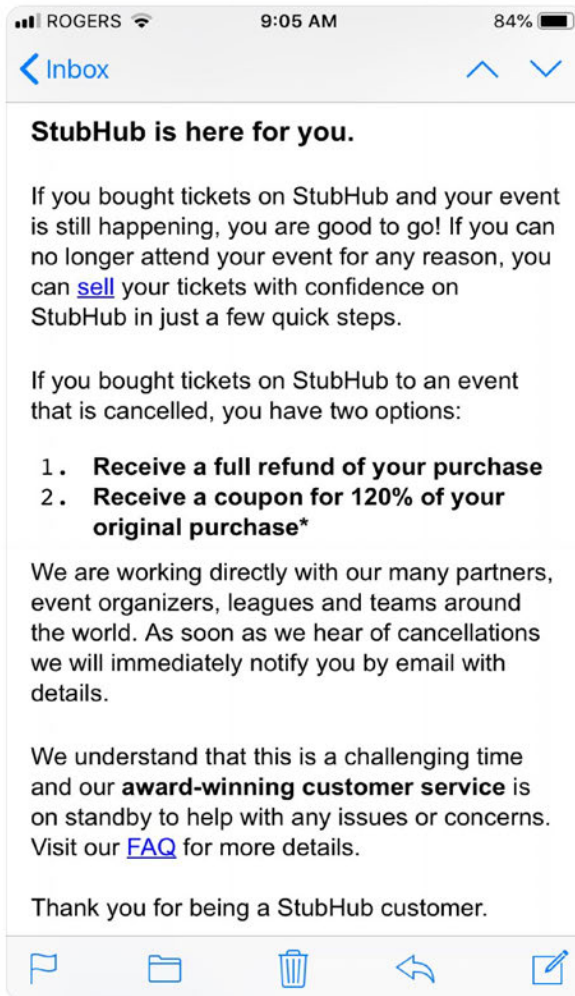
Not a f-iing coupon

**Marty Carter**

@Carter9Marty

Replying to @darrenrovell and @don_shano

@sukhindersingh Hey President, what happened to the "we have your back" email from March 7th? @StubHub



11:07 · 28 Mar 20 · Twitter for iPhone

**Matt** @kcflyer · 01 Apr

Replying to @Carter9Marty @darrenrovell and 3 others

That's exhibit A in the lawsuit.



1
2 **E. StubHub continues to monetize the 14-year-long FanProtect™ Guarantee marketing, but**
3 **also continues to refuse to refund money to consumers and fails to provide clear and**
4 **conspicuous disclosures that its trademark term no long means a money back guarantee.**

5 89. While StubHub has been put on notice of consumers' dissatisfaction with its unilateral
6 changes to its longstanding FanProtect™ Guarantee, it has refused to reverse course and restore the full-
7 fledged FanProtect™ Guarantee on which it built its brand. Nonetheless, StubHub continues to market
8 and hold out its offers of an expiring credit, rather than a full refund, under its trademarked FanProtect™
9 Guarantee.

10 90. As set forth above, StubHub has long viewed the FanProtect™ Guarantee as “the
11 hallmark of [its] business” and has spent years of marketing dollars “reinforcing and reinforcing and
12 reinforcing” it to build consumer goodwill in a once shady marketplace. Its trademarked logo continues
13 to appear across StubHub’s website, including its payment page, assuring consumers that “[e]very order
14 is 100% guaranteed[,]” that they can “[b]uy and sell with confidence[,]” and that StubHub “back[s] every
15 order[.]”

16 91. StubHub continues to trade on the popularity and recognizable benefits associated with
17 its former guarantee and has failed to make the changes in policy apparent on its website and mobile
18 app. A reasonable consumer purchasing a ticket from StubHub today could reasonably assume that the
19 FanProtect™ Guarantee continues to mean what it has always meant: a full refund for a canceled event.
20 This assumption is reinforced by StubHub’s home page, which continues to use the FanProtect™
21 Guarantee trademark to mean **“Buy and sell with confidence / Customer service all the way to your**
22 **seat / Every order is 100% guaranteed”** without readily explaining that there is no longer a money
23 back guarantee but rather an offer of expiring coupons.

24 **F. StubHub continues to monetize on the 14-year-long FanProtect™ Guarantee marketing,**
25 **but continues to fail to inform consumers clearly what they can now expect, or that the**
26 **guarantee is actually hollow and meaningless because StubHub maintains that it can**
27 **unilaterally change its terms at any time.**

28 92. Further, in its at least 14 years of marketing the FanProtect™ Guarantee trademark,
StubHub never explained to consumers that it can unilaterally change the guarantee to mean whatever it
wishes, as StubHub now maintains.

1 93. Given the ongoing dangers of and uncertainties surrounding the COVID-19 pandemic,
2 including slow vaccination efforts and the virulence of new variants of the virus, the money back
3 guarantee at the heart of StubHub’s business model is an even more important factor in a consumer’s
4 decision to purchase costly tickets to an in-person, live entertainment event.

5 94. Even for a consumer who is on notice that the FanProtect™ Guarantee has ceased to be
6 what it once was, and performs the due diligence to figure out what the current meaning is, the
7 protections offered by today’s iteration of the guarantee are anything but clear, certain, or dependable.
8 It is not clear to a reasonable consumer whether they will receive a 120% credit for a future purchase, a
9 100% credit, some lesser credit, or even whether they might still hope to receive a full monetary refund
10 should their event be canceled. For example, though StubHub has placed a thin, non-prominent banner
11 across the top of its website labelled “Coronavirus Update” and linking to its “impacted event policy,”
12 is it not clear whether those policies apply to new purchases, protect a consumer for events canceled for
13 reasons unrelated to the pandemic, when or whether the policy will cease to apply, and whether StubHub
14 can unilaterally change any of the current terms with or without notice.

15 95. The uncertainties associated with today’s FanProtect™ Guarantee are further exacerbated
16 by StubHub’s unilateral change in policy in March 2020; consumers visiting StubHub’s website or
17 mobile app today have no way of knowing whether the policy will change again at some point after the
18 purchase of their tickets or even if a credit applied to their account will be reduced or otherwise materially
19 changed after it is awarded.

20 96. For example, Arizona Plaintiff Anthony Fattori purchased tickets on StubHub in January
21 2020 for an April 2020 Kesha concert in Phoenix, AZ that was subsequently canceled due to the
22 pandemic was not refunded for his purchase but rather awarded a credit that he was told expired in
23 December 2020. In order to avoid falling victim to the credit’s expiration date—a supposed benefit that
24 falls far short of the FanProtect™’s claimed “100% guarantee” of consumers’ purchases—and losing all
25 of the value of the purchase he initially made in January 2020, Plaintiff Fattori decided in July 2020 to
26 purchase tickets to a September 2020 Five Seconds of Summer concert using his credit. However,
27
28

1 StubHub has now changed its policy to allow credits to be used until December 31, 2022.¹⁸ With the
 2 September 2020 Five Seconds of Summer concert now postponed until June 2021, and no guarantee that
 3 it will occur given record COVID-19 statistics nor the ability to apply his credit to another event,
 4 StubHub's bait-and-switch tactics have left this consumer with a far inferior purchasing experience than
 5 what he envisioned at the time he purchased the Kesha tickets in early 2020 and complete ambiguity as
 6 to whether his purchase will ultimately have any value.

7 97. StubHub clearly intends to continue to extract money from consumers who rely on years
 8 of marketing and goodwill associated with their earlier FanProtect™ Guarantee or who are confused by
 9 the ambiguous and shifting terms of the FanProtect™ Guarantee going forward. Among other things,
 10 StubHub intends to continue (1) using its trademarked FanProtect™ logo across its platforms to induce
 11 customers to purchase tickets; (2) aggressively advertising its services as covered by the guarantee; (3)
 12 failing to provide a clear and prominent disclosure of the true current terms of the guarantee; (4)
 13 informing the consumers that in fact the FanProtect™ Guarantee is hollow and meaningless because
 14 StubHub maintains that it can unilaterally change its terms at any time; and (5) altering the terms of the
 15 guarantee in the future at StubHub's sole discretion—and to StubHub's sole benefit.

16 **CLASS ALLEGATIONS**

17 98. Plaintiffs sue on their own behalf and on behalf of a Class for injunctive relief, damages,
 18 and all other available relief under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil
 19 Procedure.

20 99. The "Nationwide Class" is preliminarily defined as:

21 All persons residing in the United States who purchased tickets on StubHub
 22 to events that were canceled within the applicable statute of limitations
 23 period.

24 100. In the alternative, the "State Subclasses" are preliminarily defined as follows:

25 The "California Subclass" is defined as: All persons residing in California
 26 who purchased tickets on StubHub to events that were canceled within the
 27 applicable statute of limitations period.

28 ¹⁸ Available at <https://support.stubhub.com/en/support/solutions/articles/61000276296>.

1 The "Arizona Subclass" is defined as: All persons residing in Arizona who
2 purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

3 The "Florida Subclass" is defined as: All persons residing in Florida who
4 purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

5 The "Georgia Subclass" is defined as: All persons residing in Georgia who
6 purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

7 The "Illinois Subclass" is defined as: All persons residing in Illinois who
8 purchased tickets on StubHub to events that were canceled within the
9 applicable statute of limitations period.

10 The "Indiana Subclass" is defined as: All persons residing in Indiana who
11 purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

12 The "Louisiana Subclass" is defined as: All persons residing in Louisiana
13 who purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

14 The "Maryland Subclass" is defined as: All persons residing in Maryland
15 who purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

16 The "Massachusetts Subclass" is defined as: All persons residing in
17 Massachusetts who purchased tickets on StubHub to events that were
canceled within the applicable statute of limitations period.

18 The "Minnesota Subclass" is defined as: All persons residing in Minnesota
19 who purchased tickets on StubHub to events that were canceled within the
20 applicable statute of limitations period.

21 The "Nevada Subclass" is defined as: All persons residing in Nevada who
22 purchased tickets on StubHub to events that were canceled within the
applicable statute of limitations period.

23 The "New Hampshire Subclass" is defined as: All persons residing in New
24 Hampshire who purchased tickets on StubHub to events that were canceled
within the applicable statute of limitations period.

25 The "New Jersey Subclass" is defined as: All persons residing in New
26 Jersey who purchased tickets on StubHub to events that were canceled
within the applicable statute of limitations period.

27 The "New York Subclass" is defined as: All persons residing in New York
28 who purchased tickets on StubHub to events that were canceled within the

applicable statute of limitations period.

The “North Carolina Subclass” is defined as: All persons residing in North Carolina who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Ohio Subclass” is defined as: All persons residing in Ohio who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Oregon Subclass” is defined as: All persons residing in Oregon who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Pennsylvania Subclass” is defined as: All persons residing in Pennsylvania who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Texas Subclass” is defined as: All persons residing in Texas who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Virginia Subclass” is defined as: All persons residing in Virginia who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Washington Subclass” is defined as: All persons residing in Washington who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

The “Wisconsin Subclass” is defined as: All persons residing in Wisconsin who purchased tickets on StubHub to events that were canceled within the applicable statute of limitations period.

101. The “Nationwide Class” and “State Subclasses” are collectively referred to herein as the “Class”.

102. Plaintiffs reserve the right to amend or modify the Class definition with greater specificity or division into subclasses after having had an opportunity to conduct discovery.

103. Excluded from the Class are the officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant, and their legal representatives, heirs, successors or assigns and any entity in which Defendant have or have had a controlling interest. Also excluded are all federal, state and local government entities; and any judge, justice or judicial officer presiding over this action and the members of their immediate families and judicial staff.

1 104. Plaintiffs do not know the exact size of the Class, since such information is in the
2 exclusive control of Defendant. Plaintiffs believe, however, that based on the publicly available data
3 concerning StubHub's customers in the United States, the Class encompasses millions of individuals
4 whose identities can be readily ascertained from Defendant's records. Accordingly, the members of the
5 Class are so numerous that joinder of all such persons is impracticable.

6 105. The Class is ascertainable because its members can be readily identified using data and
7 information kept by Defendant in the usual course of business and within its control. Plaintiffs anticipate
8 providing appropriate notice to each Class member, in compliance with all applicable federal rules.

9 106. Plaintiffs are adequate class representatives. Their claims are typical of the claims of the
10 Class and do not conflict with the interests of any other members of the Class. Plaintiffs and the other
11 members of the Class were subject to the same or similar conduct engineered by Defendant. Further,
12 Plaintiffs and members of the Class sustained substantially the same injuries and damages arising out of
13 Defendant's conduct.

14 107. Plaintiffs will fairly and adequately protect the interests of all Class Members. Plaintiffs
15 have retained competent and experienced class action attorneys to represent their interests and those of
16 the Class.

17 108. Questions of law and fact are common to the Class and predominate over any questions
18 affecting only individual Class Members, and a class action will generate common answers which are
19 apt to drive the resolution of this action. These questions include, without limitation, whether it was
20 deceptive or unfair for Defendant to retroactively switch from providing refunds for canceled events to
21 coupons and whether as a matter of equity and good conscience Defendant should be required to return
22 money paid by its customers for canceled events.

23 109. A class action is superior to all other available methods for resolving this controversy
24 because; (i) the prosecution of separate actions by Class members will create a risk of adjudications with
25 respect to individual Class members that will, as a practical matter, be dispositive of the interests of the
26 other Class members not parties to this action, or substantially impair or impede their ability to protect
27 their interests; (ii) the prosecution of separate actions by Class members will create a risk of inconsistent
28 or varying adjudications with respect to individual Class members, which will establish incompatible

standards for Defendant's conduct; (iii) Defendant has acted or refused to act on grounds generally applicable to all Class members; and (iv) questions of law and fact common to the Class predominate over any questions affecting only individual Class members.

110. Further, there are numerous issues that are also appropriately resolved on a class-wide basis under Fed. R. Civ. P. 23(c)(4), including without limitation whether it was deceptive or unfair for Defendant to retroactively switch from providing refunds for canceled events to coupons, and whether as a matter of equity and good conscience Defendant should be required to return money paid by its customers for canceled events.

111. Accordingly, this action satisfies the requirements set forth under Fed. R. Civ. P. 23(a), 23(b), and 23(c)(4).

CHOICE OF LAW ALLEGATIONS

112. The State of California has sufficient contacts to class members' claims such that uniform application of California law to those claims is appropriate.

113. StubHub has been headquartered in San Francisco, California since its founding in 2000, StubHub does substantial business in California, a large portion of the Class is located in California, and all the core decisions that gave rise to Class members' claims were made from within California.

114. StubHub's FanProtect™ Guarantee was developed in California, as was the prolonged marketing that created pervasive awareness of the FanProtect™ Guarantee among consumers.

115. Likewise, the decision to switch from providing refunds for canceled events to coupons in the midst of a global pandemic was made by StubHub's personnel based at StubHub's headquarters in San Francisco, California, as was the related decision to charge third-party resellers for money owed to StubHub's customers.

116. StubHub also includes a California choice-of-law provision in its StubHub Marketplace Global User Agreement. Although Plaintiffs and the proposed Class did not have proper notice of and did not agree to that Global User Agreement, the agreement reflects StubHub's acquiescence to the application of California law and expectation that California law will apply to claims brought by its customers.

117. The State of California also has a strong regulatory interest in applying its law to all Class members' claims. California's consumer protection law, in particular, is designed to preserve a business

1 climate in California free of unfair and deceptive practices. If California were only able to address unfair
 2 business conduct when the injured consumer resides in California, that consumer protection law would be
 3 largely ineffective at regulating companies who do business in all fifty states. Violators would be able to
 4 keep the vast majority of their ill-gotten gains (all those obtained from non-California consumers), leaving
 5 California-based companies like StubHub undeterred from engaging in similar conduct in the future.

6 118. StubHub's breaches of duty to Plaintiffs and the Class emanated from California, and the
 7 FanProtect™ Guarantee and related ticket purchase policies at issue herein were developed in,
 8 implemented in, and emanated from StubHub's California headquarters.

9 119. Application of California law with respect to Plaintiffs' and Class members' claims is
 10 neither arbitrary nor fundamentally unfair because California has a state interest in the claims of
 11 Plaintiffs and the Class based upon StubHub's significant and ongoing contacts with California.

12 120. Under California's choice of law principles, which are applicable to this action, the
 13 common law of California applies to the common law claims of all Class members. Additionally, given
 14 California's significant interest in regulating the conduct of businesses operating within its borders,
 15 California's consumer protection laws may be applied to nonresident Plaintiffs and Class members.

16 121. Alternatively, if the Court holds that California law does not apply to the proposed
 17 nationwide class, the laws of the state of residence of each Class member apply to all Class members in
 18 such state.

19 **FIRST CAUSE OF ACTION**

20 **Violations of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.***

21 122. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

22 123. Plaintiffs bring this claim on individually and on behalf of each member of the
 23 Nationwide Class. In the alternative, the California Plaintiffs bring this claim on behalf of the California
 24 Subclass.

25 124. Plaintiffs and each member of the Class are consumers who purchased tickets from
 26 Defendant for personal, family or household purposes.

27 125. Plaintiffs and the Class are "consumers" as that term is defined by the California
 28 Consumers Legal Remedies Act (the "CLRA") in Cal. Civ. Code § 1761(d).

1 126. Defendant's ticket sales to Plaintiffs and Class members are a "service" within the
2 meaning of Cal. Civ. Code § 1761(b).

3 127. Defendant's actions, representations, and conduct are covered by the CLRA, because they
4 extend to transactions that intended to result, or which have resulted in, the sale of services to consumers.
5 Defendant sold tickets to Plaintiffs and the Class members with the FanProtect™ Guarantee promising
6 to provide a refund if the event was canceled.

7 128. Cal. Civ. Code § 1770(a)(5), prohibits "[r]epresenting that goods or services have
8 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have
9 or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not
10 have." By engaging in the conduct set forth herein, Defendant violated and continue to violate CLRA
11 Section 1770(a)(5), because Defendant's conduct constitutes unfair methods of competition and unfair
12 or fraudulent acts or practices, in that Defendant misrepresents the particular characteristics, benefits and
13 quantities of its services.

14 129. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or services are of a
15 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of
16 another. By engaging in the conduct set forth herein, Defendant violated and continues to violate CLRA
17 Section 1770(a)(7), because Defendant's conduct constitutes unfair methods of competition and unfair
18 or fraudulent acts or practices, in that Defendant misrepresents the particular standard, quality or grade
19 of its services.

20 130. Cal. Civ. Code § 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to
21 sell them as advertised." By engaging in the conduct set forth herein, Defendant violated and continue
22 to violate Section 1770(a)(9), because Defendant's conduct constitutes unfair methods of competition
23 and unfair or fraudulent acts or practices, in that Defendant advertises services with the intent not to sell
24 the services as advertised.

25 131. Cal. Civ. Code § 1770(a)(14) prohibits "[r]epresenting that a transaction confers or
26 involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law."
27 By engaging in the conduct set forth herein, Defendant violated and continue to violate CLRA Section
28 1770(a)(14), because Defendant's conduct constitutes unfair methods of competition and unfair or

1 fraudulent acts or practices, in that Defendant misrepresents the rights, remedies, and obligations of its
2 services.

3 132. Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject of a transaction
4 has been supplied in accordance with a previous representation when it has not.” By engaging in the
5 conduct set forth herein, Defendant violated and continue to violate CLRA Section 1770(a)(16), because
6 Defendant’s conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices,
7 in that Defendant misrepresents that its ticket sales have been supplied in accordance with its previous
8 representations regarding the FanProtect™ Guarantee when it has not.

9 133. Plaintiffs and the Class acted reasonably when they purchased tickets from Defendant on
10 the belief that Defendant’s representations were true and lawful.

11 134. Plaintiffs and the Class suffered injuries caused by Defendant because (a) they would not
12 have purchased tickets from StubHub absent Defendant’s representations that they would get a refund if
13 the event was canceled; (b) they paid a price premium for tickets they purchased from Defendant based
14 on Defendant’s misrepresentations; and (c) Defendant’s ticket sales did not have the characteristics,
15 benefits, or quantities as promised.

16 135. In accordance with Cal. Civ. Code § 1780(a), Defendant has been provided notice in
17 satisfaction of California Civil Code § 1782(a), and Defendant has failed to take corrective action within
18 the required notice period. Thus, Plaintiffs assert all claims for relief available under this cause of action,
19 including claims for actual, punitive, and statutory damages, as appropriate.

20 **SECOND CAUSE OF ACTION**

21 **Violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.***

22 136. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

23 137. Plaintiffs bring this claim on individually and on behalf of each member of the
24 Nationwide Class. In the alternative, the California Plaintiffs bring this claim on behalf of the California
25 Subclass.

26 138. Cal. Bus. & Prof Code § 17200, *et seq.* (the “UCL”) prohibits acts of “unfair
27 competition,” including any unlawful, fraudulent, or unfair business acts or practices.

28 139. Under the “unlawful” prong of the UCL, a violation of another law is treated as unfair

1 competition and is independently actionable.

2 140. Defendant committed unlawful practices because it violated, *inter alia*, Section 5 of the
3 Federal Trade Commission Act, 15 U.S.C. § 45(a), which declares unlawful unfair and deceptive acts or
4 practices in or affecting commerce. Defendant's conduct as alleged herein is both unfair and deceptive.

5 141. Defendant also committed unlawful practices because it violated, *inter alia*, the
6 Consumers Legal Remedies Act, the False Advertising Law, and other applicable law as described
7 herein.

8 142. Plaintiffs reserve the right to allege other violations of law which constitute other
9 unlawful business acts or practices as Defendant's conduct is ongoing and continues to this date.

10 143. Under the "unfair" prong of the UCL, a business practice is unfair if that practice offends
11 an established public policy or when the practice is immoral, unethical, oppressive, unscrupulous or
12 substantially injurious to consumers.

13 144. Defendant committed unfair acts and practices by, *inter alia*, Defendant's refusal to
14 refund money for tickets to events that have been canceled.

15 145. Defendant's acts and practices are unfair because the gravity of the consequences of
16 Defendant's conduct as described above outweighs any justification, motive or reason, particularly
17 considering the available legal alternatives which exist for Defendant to conduct their business in
18 response to COVID-19. Defendant's acts and practices are also immoral, unethical, unscrupulous, and
19 offend established public policy and are substantially injurious to Plaintiffs and the other members of
20 the Class and could not have been reasonably avoided by Plaintiffs and the Class.

21 146. Defendant violated the fraudulent prong of the UCL by misleading Plaintiffs and the
22 Class to believe that they would receive a refund for tickets for an event purchased from StubHub if the
23 event was canceled.

24 147. Plaintiffs and the Class acted reasonably when they purchased tickets from Defendant on
25 the belief that canceled events would be fully refunded.

26 148. As a result of Defendant's unlawful, unfair, and fraudulent business practices, Plaintiffs
27 and the Class have suffered an injury in fact and have lost money in an amount to be determined at the
28 trial of this action.

149. Plaintiffs and the other members of the Class are entitled to an order pursuant to Cal. Bus. & Prof Code § 17203, enjoining Defendant’s unlawful and unfair conduct, and such other orders and judgments necessary to disgorge Defendant’s ill-gotten gains and to restore to Plaintiffs and the Class any amounts assessed and/or paid as a result of Defendant’s wrongful conduct.

THIRD CAUSE OF ACTION

Violations of the California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*

150. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

151. Plaintiffs bring this claim on individually and on behalf of each member of the Nationwide Class. In the alternative, the California Plaintiffs bring this claim on behalf of the California Subclass.

152. California’s False Advertising Law (the “FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it “unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

153. Defendant advertised and promoted StubHub’s FanProtect™ Guarantee by promising to give refunds to its customers if events were canceled. Defendant’s advertisements and inducements were made in and originated from California and fall within the definition of advertising as contained in the FAL in that the FanProtect™ Guarantee was intended to induce consumers to purchase tickets from StubHub. Defendant knew that those statements were false and misleading when it retroactively changed its policy and refused to offer refunds for events that were canceled.

154. Defendant’s advertising that it would provide refunds for events that were canceled was false and misleading to a reasonable consumer, including Plaintiffs, because Defendant in fact refused to provide refunds to ticket purchasers for events that were canceled.

155. Defendant violated the FAL by misleading Plaintiffs and the Class to believe that they would receive refunds if the events they purchased tickets for were canceled.

156. Defendant knew or should have known, through the exercise of reasonable care, that its

1 statements about refunds were false and misleading.

2 157. Plaintiffs and the Class lost money or property as a result of Defendant's FAL violations
3 because (a) they would not have purchased tickets from StubHub absent Defendant's representations
4 that StubHub would provide refunds if the event was canceled; (b) they would not have purchased tickets
5 on the same terms absent Defendant's misrepresentations; (c) they paid a price premium for tickets based
6 on Defendant's misrepresentations; and/or (d) Defendant's ticket sales did not have the characteristics,
7 benefits, or quantities as promised.

8 **FOURTH CAUSE OF ACTION**

9 **Conversion**

10 158. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

11 159. Plaintiffs bring this claim individually and on behalf of each member of the Nationwide
12 Class under California law or, in the alternative, on behalf of each Subclass under their respective state's
13 law.

14 160. Plaintiffs and the Class purchased tickets from third-party resellers, with StubHub acting
15 as the intermediary for those purchases. StubHub has publicly confirmed that it is not the seller for
16 purchases made through its website or mobile apps, including by repeatedly stating: "We do not own
17 any of the tickets listed on our site. When buyers place an order for tickets on our site, they are purchasing
18 from a third-party individual seller."

19 161. The events for which Plaintiffs and the Class purchased tickets were canceled. When an
20 event is canceled, the original ticket vendor has an obligation to repay the original purchaser. Likewise,
21 if the tickets were resold, as they were here, the reseller has an obligation to repay the secondary
22 purchaser. Accordingly, Plaintiffs and the Class are legally and equitably entitled to the funds they paid
23 third-party resellers for their tickets.

24 162. Defendant is in possession of the refunds to which Plaintiffs and Class members are
25 entitled. As StubHub stated in its "Coronavirus update," it is charging third-party resellers to recoup any
26 proceeds it previously turned over to the resellers.

27 163. Instead of turning the refunds over to Plaintiffs and the Class, StubHub has converted
28 them for its own use and is instead giving buyers a coupon that is valid only for future tickets purchased

1 through StubHub, and only for a limited time.

2 164. Plaintiffs and the Class did not consent to StubHub's taking possession of the money
3 owed to them by the third-party resellers and did not consent to StubHub's conversion of that money for
4 its own use.

5 165. As a result of StubHub's conversion, Plaintiffs and the Class have lost the use of their
6 money during a public-health and economic crisis and have suffered damages in an amount according
7 to proof.

8 166. Plaintiffs and the Class seek an award of compensatory and punitive damages against
9 StubHub, whose conduct evidences a willful, wanton, and reckless disregard for the rights, health, and
10 safety of Plaintiffs and the Class.

11 **FIFTH CAUSE OF ACTION**

12 **Restitution – Money Had and Received**

13 167. Plaintiffs incorporates all preceding factual allegations as if fully set forth here.

14 168. Plaintiffs bring this claim individually and on behalf of each member of the Nationwide
15 Class under California law or, in the alternative, on behalf of each Subclass under their respective state's
16 law.

17 169. Without intending to make an election of remedies, Plaintiffs and the Class seek
18 restitution from Defendant for money had and received.

19 170. Defendant received money from Plaintiffs and the Class that was intended to be used for
20 their benefit.

21 171. Defendant did not use the money received from Plaintiffs and the Class for their benefit
22 and has not returned the money to them. As a matter of equity and good conscience, that money should
23 be returned to Plaintiffs and Class.

24 **SIXTH CAUSE OF ACTION**

25 **Negligent Misrepresentation**

26 172. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

27 173. Plaintiffs bring this claim individually and on behalf of each member of the Nationwide
28 Class under California law or, in the alternative, on behalf of each Subclass under their respective state's

1 law.

2 174. Defendant misrepresented that StubHub provides refunds for tickets purchased for events
3 that are canceled. However, Defendant in fact refuses to provide refunds for tickets to events that are
4 canceled.

5 175. At the time Defendant made these representations, Defendant knew or should have known
6 that these representations were false or made them without knowledge of their truth or veracity.

7 176. Defendant also negligently misrepresented and/or negligently omitted material facts
8 about StubHub's ticket refund policy.

9 177. The negligent misrepresentations and omissions made by Defendant, upon which
10 Plaintiffs and the Class reasonably and justifiably relied, were intended to induce and actually induced
11 Plaintiffs and the Class to purchase tickets from Defendant.

12 178. Plaintiffs and the Class would not have purchased tickets from Defendant or would not
13 have purchased the tickets on the same terms, if the true facts had been known.

14 179. The negligent actions of Defendant caused damage to Plaintiffs and the Class members,
15 who are entitled to damages and other legal and equitable relief as a result.

16 **SEVENTH CAUSE OF ACTION**

17 **Unjust Enrichment**

18 180. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

19 181. Plaintiffs bring this claim individually and on behalf of each member of the Nationwide
20 Class under California law or, in the alternative, on behalf of each Subclass under their respective state's
21 law.

22 182. As a result of their unjust conduct, Defendant has been unjustly enriched.

23 183. By reason of Defendant's wrongful conduct, Defendant has benefited from receipt of
24 improper funds, and under principles of equity and good conscience, Defendant should not be permitted
25 to keep this money.

26 184. As a result of Defendant's conduct, it would be unjust and/or inequitable for Defendant
27 to retain the benefits of its conduct without restitution to Plaintiffs and the Class. Accordingly, Defendant
28 must account to Plaintiffs and the Class for its unjust enrichment.

EIGHTH CAUSE OF ACTION

Breach of Contract

185. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

186. Plaintiffs bring this claim individually and on behalf of each member of the Nationwide Class under California law or, in the alternative, on behalf of each Subclass under their respective state's law.

187. By representing through its prominently advertised FanProtect™ Guarantee that it would fully refund tickets to events that were subsequently canceled, StubHub formed a contract with Plaintiffs and Class members at the time they purchased tickets through StubHub. Plaintiffs and Class members viewed and relied upon the FanProtect™ Guarantee prior to their ticket purchases, such that it was material to their decision to purchase tickets through StubHub.

188. Plaintiffs and Class members fully performed their obligations under this contract by paying the purchase price for their StubHub tickets.

189. StubHub knew that its FanProtect™ Guarantee was material to Plaintiffs' and Class members' agreement to purchase tickets through StubHub.

190. StubHub breached its contracts with Plaintiffs and Class members by failing to honor the terms of its FanProtect™ Guarantee, as it has failed to provide refunds to Plaintiffs and Class members for tickets purchased to events that were subsequently canceled or indefinitely postponed.

191. As the foreseeable and actual result of StubHub's breach of contract, Plaintiffs and Class members were damaged in an amount to be proven at trial.

NINTH CAUSE OF ACTION

Violations of Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*

192. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

193. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Fattori and Huante, and the Arizona Subclass.

194. StubHub is a "person" as defined by A.R.S. § 44-1521(6).

195. StubHub advertised, offered, or sold goods or services in Arizona and engaged in trade or commerce directly or indirectly affecting the people of Arizona.

1 196. StubHub engaged in deceptive and unfair acts and practices, misrepresentation, and the
2 concealment, suppression, and omission of material facts affecting the people of Arizona in connection
3 with the sale and advertisement of “merchandise” (as defined in Arizona Consumer Fraud Act, A.R.S. §
4 44-1521(5)) in violation of A.R.S. § 44-1522(A).

5 197. StubHub’s representations and omissions were material because they were likely to
6 deceive reasonable consumers.

7 198. StubHub intended to mislead Plaintiffs Fattori and Huante and the Arizona Subclass
8 members and induce them to rely on its misrepresentations and omissions.

9 199. Had StubHub disclosed to Plaintiffs Fattori and Huante and the Arizona Subclass
10 members that it misrepresented and omitted material information regarding the FanProtect™ Guarantee,
11 and was otherwise engaged in deceptive, common business practices, StubHub would have been unable
12 to continue to advertise and represent the FanProtect™ Guarantee, and it would have been forced to
13 disclose its intent to fail to honor that guarantee. Instead, StubHub represented that the FanProtect™
14 Guarantee would apply to all canceled events and concealed its intent to fail to honor that guarantee.
15 Plaintiffs and the Arizona Subclass members acted reasonably in relying on StubHub’s
16 misrepresentations and omissions, the truth of which they could not have discovered.

17 200. StubHub acted intentionally, knowingly, and maliciously to violate Arizona’s Consumer
18 Fraud Act, and recklessly disregarded Plaintiffs Fattori and Huante and the Arizona Subclass members’
19 rights. StubHub knew its FanProtect™ Guarantee was material to its customers’ ticket purchases and
20 thus StubHub was sufficiently on notice of failure to honor its advertising of that guarantee.

21 201. As a direct and proximate result of StubHub’s unfair and deceptive acts and practices,
22 Plaintiffs Fattori and Huante and the Arizona Subclass members have suffered and will continue to suffer
23 injury, ascertainable losses of money or property, and monetary and non-monetary damages, including
24 from not receiving the benefit of their bargain in purchasing their StubHub tickets for subsequently
25 canceled events, and increased time and expense in dealing with StubHub’s failure to refund those ticket
26 purchases.

27 202. Plaintiffs Fattori and Huante and the Arizona Subclass members seek all monetary and
28 non-monetary relief allowed by law, including compensatory damages; disgorgement; punitive damages;

injunctive relief; and reasonable attorneys' fees and costs.

TENTH CAUSE OF ACTION

Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*

203. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

204. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Avalos, Fogg, Dominguez, Carroll, Cook, and the Florida Subclass.

205. In Florida, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

206. Plaintiffs Avalos, Fogg, Dominguez, Carroll, Cook, individually, and the members of the Florida Subclass are "consumers" within the meaning of Florida Statute Section 501.203.

207. StubHub is engaged in trade or commerce within the meaning of § 501.203 of FDUTPA

208. StubHub's practice of refusing to honor its FanProtect™ Guarantee constitutes unfair, deceptive, or unconscionable trade practices in violation of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") as provided by §§ 501.201-.213, Florida Statutes.

209. As a result of these unfair and deceptive trade practices, Plaintiffs Avalos, Fogg, Dominguez, Carroll, and Cook individually, and the members of the Florida Subclass, have suffered actual damages in that they have paid for tickets to events that they cannot use and for a guarantee which has been dishonored.

210. As a result of the conduct alleged herein, Plaintiffs Avalos, Fogg, Dominguez, Carroll, and Cook individually, and the members of the Florida Subclass, are entitled to monetary and permanent injunctive relief to prevent Defendant from continuing to engage in these unfair and deceptive trade practices.

211. Pursuant to Florida Statute Section 501.2105, Plaintiffs, individually, and as members of the Florida Subclass, are entitled to recover costs and reasonable attorneys' fees in this action.

ELEVENTH CAUSE OF ACTION

Violations of the Georgia Uniform Deceptive Trade Practices Act, O.C.G.A. §§ 10-1-390, *et seq.*

212. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

213. This cause of action is brought in the alternative to Plaintiffs' claims under California law

1 on behalf of Plaintiffs Dwyer and Koble and the Georgia Subclass.

2 214. StubHub, Plaintiffs Dwyer and Koble and the Georgia Subclass members are “persons”
3 within the meaning of § 10-1-371(5) of the Georgia Uniform Deceptive Trade Practices Act (“Georgia
4 UDTPA”).

5 215. StubHub received notice pursuant to O.C.G.A. § 10-1-399 concerning its wrongful
6 conduct as alleged herein by Plaintiffs Dwyer and Koble and the Georgia Subclass members. However,
7 sending pre-suit notice pursuant to O.C.G.A. § 10-1-399 is an exercise in futility for Plaintiffs Dwyer
8 and Koble, as StubHub has already been informed of the allegedly unfair and unlawful conduct as
9 described herein as of the date of the first-filed lawsuit in June 2020, and has yet to offer class members
10 remedy in accordance with similar consumer protection statutes.

11 216. StubHub engaged in deceptive trade practices in the conduct of its business, in violation
12 of O.C.G.A. § 10-1-372(a), including:

- 13 a. Representing that its services have characteristics, uses, or benefits that they
14 do not have;
- 15 b. Representing that its services are of a particular standard or quality if they are
16 of another; and
- 17 c. Advertising its services with intent not to sell them as advertised;
- 18 d. Engaging in conduct which similarly creates a likelihood of confusion or
19 misunderstanding.

20 217. StubHub’s representations and omissions were material because they were likely to
21 deceive reasonable consumers.

22 218. StubHub intended to mislead Plaintiffs Dwyer and Koble and the Georgia Subclass
23 members and induce them to rely on its misrepresentations and omissions.

24 219. In the course of its business, StubHub engaged in activities with a tendency or capacity
25 to deceive.

26 220. StubHub acted intentionally, knowingly, and maliciously to violate Georgia’s Uniform
27 Deceptive Trade Practices Act, and recklessly disregarded the rights of Plaintiffs Dwyer and Koble and
28 the Georgia Subclass members. StubHub knew its FanProtect™ Guarantee was material to its

1 customers' ticket purchases and thus StubHub was sufficiently on notice of failure to honor its
2 advertising of that guarantee.

3 221. Had StubHub disclosed to Plaintiffs Dwyer and Koble and the Georgia Subclass
4 members that it misrepresented its FanProtect™ Guarantee, omitted material information regarding the
5 FanProtect™ Guarantee, and was otherwise engaged in deceptive, common business practices, StubHub
6 would have been unable to continue in business and it would have been forced to disclose the changes
7 in its guarantee. Instead, StubHub represented that its ticket sales were backed by their guarantee.
8 Plaintiffs Dwyer and Koble and the Georgia Subclass members acted reasonably in relying on
9 StubHub's misrepresentations and omissions, the truth of which they could not have discovered.

10 222. As a direct and proximate result of StubHub's deceptive trade practices, Plaintiffs Dwyer
11 and Koble and the Georgia Subclass members have suffered and will continue to suffer injury,
12 ascertainable losses of money or property, and monetary and non-monetary damages, including from
13 not receiving the benefit of their bargain in purchasing tickets, and increased time and expense in dealing
14 with StubHub's refusal to live up to its bargain.

15 223. Plaintiffs Dwyer and Koble and the Georgia Subclass members seek all relief allowed by
16 law, including injunctive relief, and reasonable attorneys' fees and costs, under O.C.G.A. § 10-1-373.

17 **TWELFTH CAUSE OF ACTION**

18 **Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1, *et seq.***

19 224. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

20 225. This cause of action is brought in the alternative to Plaintiffs' claims under California law
21 on behalf of Plaintiff Molitor and the Illinois Subclass.

22 226. StubHub is a "person" as that term is defined in 815 ILCS 505/1(c). 221.

23 227. Plaintiff Molitor and the Illinois Subclass members are "consumers" as that term is
24 defined in 815 ILCS 505/1(e).

25 228. The Illinois Consumer Fraud and Deceptive Business Practices Act (Illinois CFA)
26 prohibits "unfair or deceptive acts or practices, including but not limited to the use or employment of
27 any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression
28 or omission of any material fact, with intent that others rely upon the concealment, suppression or

1 omission of such material fact ... in the conduct of trade or commerce ... whether any person has in fact
2 been misled, deceived or damaged thereby.” 815 ILCS 505/2.

3 229. In the course of StubHub business, it willfully failed to disclose and actively concealed
4 that the FanProtect™ Guarantee was largely illusory.

5 230. Accordingly, StubHub engaged in unfair or deceptive acts or practices, including but not
6 limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation
7 or the concealment, suppression or omission of any material fact, with intent that others rely upon the
8 concealment, suppression or omission of such material fact in the conduct of trade or commerce as
9 prohibited by the Illinois CFA.

10 231. In purchasing tickets, Plaintiff Molitor and the other Illinois Subclass members were
11 deceived by StubHub’s failures to honor the FanProtect™ Guarantee

12 232. Plaintiff Molitor and the Illinois Subclass members reasonably relied upon StubHub’s
13 false misrepresentations. They had no way of knowing that StubHub’s representations were false and
14 gravely misleading. Plaintiff Molitor and the Illinois Subclass members did not, and could not, unravel
15 StubHub’s deception on their own.

16 233. StubHub’s actions as set forth above occurred in the conduct of trade or commerce.

17 234. StubHub’s unfair or deceptive acts or practices were likely to and did in fact deceive
18 reasonable consumers.

19 235. StubHub intentionally and knowingly misrepresented material facts regarding the
20 FanProtect™ Guarantee with an intent to mislead Plaintiff Molitor and the Illinois Subclass.

21 236. StubHub knew or should have known that its conduct violated the Illinois CFA.

22 237. StubHub owed Plaintiff Molitor and the Illinois Subclass a duty to disclose the truth
23 about the FanProtect™ Guarantee because it: a. Possessed exclusive knowledge that it did not maintain
24 sufficient reserves to honor the guarantee; b. Intentionally concealed the foregoing from Plaintiff
25 Molitor and the Illinois Subclass; and/or c. Made false representations that it would provide refunds for
26 canceled events, while purposefully withholding material facts from Plaintiff Molitor and the Illinois
27 Subclass that contradicted these representations.

28 238. StubHub had a duty to disclose that it could not honor its FanProtect™ Guarantee,

1 because Plaintiff and the other Subclass members relied on StubHub's material representations.

2 239. StubHub's conduct proximately caused injuries to Plaintiff Molidor and the other Illinois
3 Subclass members.

4 240. Plaintiff Molidor and the other Illinois Subclass members were injured and suffered
5 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of StubHub's conduct.

6 241. These injuries are the direct and natural consequence of StubHub's misrepresentations
7 and omissions.

8 242. Pursuant to 815 ILCS 505/10a(a), Plaintiff Molidor and the Illinois Subclass members
9 seek monetary relief against StubHub in the amount of actual damages, as well as punitive damages
10 because StubHub acted with fraud and/or malice and/or was grossly negligent.

11 243. Plaintiff Molidor and the Illinois Subclass also seek punitive damages, attorneys' fees,
12 and any other just and proper relief available under 815 ILCS § 505/1, et seq.

13 244. A copy of this Complaint is mailed to the Attorney General of the State of Illinois in
14 accordance with 815 ILCS 505/10a(d).

15 **THIRTEENTH CAUSE OF ACTION**

16 **Indiana Deceptive Consumer Sales Act, IND. CODE §§ 24-5-0.5-1, et seq.**

17 245. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

18 246. This cause of action is brought in the alternative to Plaintiffs' claims under California law
19 on behalf of Plaintiffs Dahl, Williams, and the Indiana Subclass.

20 247. This claim is included here for notice purposes only. Once the statutory notice period has
21 expired, Plaintiffs will amend their complaint to bring this claim on behalf of Indiana persons who are
22 members of the Subclass.

23 248. StubHub is a "person" within the meaning of IND. CODE § 25-5-0.5- 2(a)(2).

24 249. Plaintiffs Dahl and Williams' purchases are "consumer transactions" within the meaning
25 of IND. CODE § 24-5-0.5-2(a)(3).

26 250. On January 8, 2021, Plaintiffs Dahl and Williams sent a letter complying with IND.
27 CODE § 24-5-0.5-5(a) to StubHub.

28 251. StubHub's issuance of and failure to honor the FanProtect™ Guarantee constitutes (a)

1 deceptive act(s) because, without limitation, StubHub represented that the subject of a consumer
 2 transaction had sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does
 3 not have which the StubHub knew or should reasonably have known it did not have; and the consumer
 4 transaction(s) involved a warranty, a disclaimer of warranties, or other rights, remedies, or obligations,
 5 if the representation is false and if the supplier knows or should reasonably know that the representation
 6 is false.

7 252. Plaintiffs Dahl and Williams have made a demand pursuant to IND. CODE § 24-5-0.5-4,
 8 and may amend this Complaint to seek monetary relief as allowable by law once the statutory notice
 9 period has expired.

10 **FOURTEENTH CAUSE OF ACTION**

11 **Louisiana Unfair Trade Practices and Consumer Protection Law,**

12 **La. Rev. Stat. Ann. §§ 51:1401, *et seq.***

13 253. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

14 254. This cause of action is brought in the alternative to Plaintiffs' claims under California law
 15 on behalf of Plaintiff Moyer, and the Louisiana Subclass.

16 255. StubHub, Plaintiff, and the Louisiana Subclass members are "persons" within the
 17 meaning of LA. REV. STAT. § 51:1402(8).

18 256. Plaintiff Moyer and the Louisiana Subclass members are "consumers" within the meaning
 19 of LA. REV. STAT. § 51:1402(1).

20 257. StubHub engaged in "trade" or "commerce" within the meaning of LA. REV. STAT. §
 21 51:1402(9).

22 258. The Louisiana Unfair Trade Practices and Consumer Protection Law (Louisiana CPL)
 23 makes unlawful "deceptive acts or practices in the conduct of any trade or commerce." LA. REV. STAT.
 24 § 51:1405(A). StubHub participated in misleading, false, or deceptive acts that violated the Louisiana
 25 CPL.

26 259. StubHub also engaged in unlawful trade practices by employing deception, deceptive acts
 27 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
 28 with intent that others rely upon such concealment, suppression or omission, in connection with the

1 FanProtect™ Guarantee.

2 260. StubHub's unfair or deceptive acts or practices were likely to and did in fact deceive
3 reasonable consumers.

4 261. StubHub intentionally and knowingly misrepresented material facts regarding the
5 FanProtect™ Guarantee with intent to mislead Plaintiff Moyer and the Louisiana Subclass.

6 262. StubHub knew or should have known that its conduct violated the Louisiana CPL.

7 263. StubHub owed Plaintiff Moyer and the Louisiana Subclass a duty to disclose the true
8 nature of its FanProtect™ Guarantee because it possessed exclusive knowledge, intentionally concealed
9 the foregoing from Plaintiffs, and/or made inaccurate and/or incomplete representations about the
10 guarantee.

11 264. Plaintiff Moyer and the Louisiana Subclass suffered ascertainable loss caused by
12 StubHub's misrepresentations and its concealment of and failure to disclose material information.

13 265. As a direct and proximate result of StubHub's violations of the Louisiana CPL, Plaintiff
14 Moyer and the Louisiana Subclass have suffered injury-in-fact and/or actual damage.

15 266. Pursuant to LA. REV. STAT. § 51:1409, Plaintiff Moyer and the Louisiana Subclass seek
16 to recover actual damages in an amount to be determined at trial; treble damages for StubHub's knowing
17 violations of the Louisiana CPL; an order enjoining StubHub's unfair, unlawful, and/or deceptive
18 practices; declaratory relief; attorneys' fees; and any other just and proper relief available under LA.
19 REV. STAT. § 51:1409.

20 **FIFTEENTH CAUSE OF ACTION**

21 **Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101, *et seq.***

22 267. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

23 268. This cause of action is brought in the alternative to Plaintiffs' claims under California law
24 on behalf of Plaintiffs Knight, Matlock, and the Maryland Subclass.

25 269. Plaintiffs Knight and Matlock and the Maryland Subclass are consumers for the purposes
26 of Maryland's Consumer Protection Act ("MCPA").

27 270. The MCPA provides that a person may not engage in any unfair or deceptive trade
28 practice in the sale of any consumer good. Md. Code Com. Law §13-303. StubHub participated in

1 misleading, false, or deceptive acts that violated the MCPA.

2 271. StubHub is merchant for the purposes of Maryland’s Consumer Protection Act and was,
3 at all times relevant herein, engaged in soliciting “consumer services” as that term is defined in CL § 13-
4 101(d) by soliciting its services to consumers in Maryland for primarily personal use within the meanings
5 specified in the Act. 104.

6 272. StubHub is also a “person” as that term is defined by CL § 13-101(h), as StubHub was,
7 at all times relevant herein, a legal or commercial entity.

8 273. Defendant’s issuance of and failure to honor its FanProtect™ Guarantee constitutes false
9 and/or misleading statements and/or misrepresentations, which have the capacity, tendency, and effect
10 of deceiving or misleading consumers (including Plaintiffs Knight and Matlock and the Maryland
11 Subclass members) concerning the FanProtect™ Guarantee.

12 274. Plaintiffs Knight and Matlock and the Maryland Subclass members had limited means of
13 discerning that StubHub’s representations were false and misleading until after StubHub’s failure to
14 honor the FanProtect™ Guarantee. Thus, acting reasonably, Plaintiffs Knight and Matlock and the
15 Maryland Subclass members did not and could not unravel Defendant’s deception until it could not be
16 prevented.

17 275. The facts upon which consumers (including Plaintiffs Knight and Matlock and the
18 Maryland Subclass members) relied in making purchases through StubHub were material facts, the
19 veracity of which was not true (e.g., there was a functioning guarantee for canceled events), and
20 consumers (including Plaintiffs and Subclass Members) relied on those false facts to their detriment

21 276. StubHub employed these false representations to promote the sale of a consumer good or
22 service, which Plaintiffs Knight and Matlock and the Maryland Subclass members purchased.

23 277. StubHub intentionally and knowingly misrepresented material facts regarding the
24 FanProtect™ Guarantee with an intent to mislead Plaintiffs Knight and Matlock and the Maryland
25 Subclass members.

26 278. StubHub knew or should have known that its conduct violated the MCPA.

27 279. StubHub’s practice of entering into and failing to honor the FanProtect™ Guarantee was
28 material to Plaintiffs Knight and Matlock and the Maryland Subclass members.

280. StubHub's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs Knight and Matlock and the Maryland Subclass members, about the true, undisclosed facts surrounding the availability of refunds.

281. Plaintiffs Knight and Matlock and the Maryland Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of StubHub's misrepresentations and its concealment of and failure to disclose material information.

282. As a direct and proximate result of StubHub's acts and violations of the law, Plaintiffs Knight and Matlock and the Maryland Subclass members have suffered damages.

SIXTEENTH CAUSE OF ACTION

Violations of Massachusetts Consumer Protection Act,

Mass. Gen. Laws Ann. Ch. 943A, § 1, *et seq.*

283. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

284. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Thomas, Gordils, and Mignault, and the Massachusetts Subclass.

285. StubHub, Plaintiffs Thomas, Gordils, and Mignault, and the Massachusetts Subclass members are "persons" as meant by Mass. Gen. Laws. Ann. Ch. 93A, § 1(a).

286. StubHub operates in "trade or commerce" as meant by Mass. Gen. Laws Ann. Ch. 93A, § 1(b).

287. StubHub advertised, offered, or sold goods or services in Massachusetts and engaged in trade or commerce directly or indirectly affecting the people of Massachusetts, as defined by Mass. Gen. Laws Ann. Ch. 93A, § 1(b).

288. Demand for relief in a form substantially similar to that required by Mass. Gen. Laws Ann. Ch. 93A § 9(3) has been sent to StubHub in conjunction with the filing of this consolidated complaint; if StubHub does not remedy its unfair and deceptive acts and practices, nor offer relief to the Class members by way of settlement or judgment, Plaintiffs will seek to amend this complaint to seek all monetary relief allowable by law.

289. StubHub engaged in unfair methods of competition and unfair and deceptive acts and practices in the conduct of trade or commerce, in violation of Mass. Gen. Laws Ann. Ch. 93A, § 2(a).

1 290. StubHub’s acts and practices were “unfair” because they fall within common law,
2 statutory, and established concepts of unfairness, given that StubHub subsequently failed to honor its
3 FanProtect™ Guarantee after Plaintiffs Thomas, Gordils, and Mignault’s and the Massachusetts
4 Subclass members’ ticket transactions were complete.

5 291. Consumers could not have reasonably avoided injury because StubHub’s business acts
6 and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer
7 decision-making. By subsequently refusing to honor its own FanProtect™ Guarantee to refund tickets
8 for canceled events, StubHub withheld its intentions from consumers that precluded consumers from
9 taking action to avoid or mitigate injury.

10 292. StubHub’s practices, omissions, and misrepresentations had no countervailing benefit to
11 consumers or to competition.

12 293. StubHub intended to mislead Plaintiffs Thomas, Gordils, and Mignault, and the
13 Massachusetts Subclass members and induce them to rely on its misrepresentations and omissions.
14 StubHub’s representations and omissions were material because they were likely to deceive reasonable
15 consumers.

16 294. StubHub acted intentionally, knowingly, and maliciously to violate Massachusetts’s
17 Consumer Protection Act, and recklessly disregarded Plaintiffs Thomas, Gordils, and Mignault’s and the
18 Massachusetts Subclass members’ rights. StubHub knew its FanProtect™ Guarantee was material to its
19 customers’ ticket purchases and thus StubHub was sufficiently on notice of failure to honor its
20 advertising of that guarantee.

21 295. As a direct and proximate result of StubHub’s unfair and deceptive practices, Plaintiffs
22 Thomas, Gordils, and Mignault, and the Massachusetts Subclass members have suffered and will
23 continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary
24 damages, including from not receiving the benefit of their bargain in purchasing their StubHub tickets
25 for subsequently canceled events, and increased time and expense in dealing with StubHub’s failure to
26 refund those ticket purchases.

27 296. Plaintiffs Thomas, Gordils, and Mignault, and the Massachusetts Subclass members seek
28 all injunctive relief allowable by law and, if StubHub fails to remedy the foregoing violations, will amend

1 to seek all relief allowed by law, including actual damages, double or treble damages, injunctive or other
2 equitable relief, and attorneys' fees and costs.

3 **SEVENTEENTH CAUSE OF ACTION**

4 **Violations of the Minnesota Consumer Fraud Act,**

5 **Minn. Stat. §§ 325F.68 *et seq.* and Minn. Stat. §§ 8.31 *et seq.***

6 297. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

7 298. This cause of action is brought in the alternative to Plaintiffs' claims under California law
8 on behalf of Plaintiffs Burkhardtsmeier and Risch, and the Minnesota Subclass.

9 299. StubHub, Plaintiffs Burkhardtsmeier and Risch and the members of the Minnesota
10 Subclass are each a "person" as defined by Minn. Stat. § 325F.68(3).

11 300. StubHub goods, services, commodities, and intangibles are "merchandise" as defined by
12 Minn. Stat. § 325F.68(2).

13 301. StubHub engaged in "sales" as defined by Minn. Stat. § 325F.68(4).

14 302. StubHub engaged in fraud, false pretense, false promise, misrepresentation, misleading
15 statements, and deceptive practices in connection with its ticket sales and **FanProtect™** Guarantee, in
16 violation of Minn. Stat. § 325F.69(1).

17 303. StubHub's representations and omissions were material because they were likely to
18 deceive reasonable consumers.

19 304. StubHub intended to mislead Plaintiffs Burkhardtsmeier and Risch and the Minnesota
20 Subclass members and induce them to rely on its misrepresentations and omissions.

21 305. StubHub's fraudulent, misleading, and deceptive practices affected the public interest,
22 including millions of Minnesotans who purchased and/or used StubHub's services.

23 306. As a direct and proximate result of StubHub's fraudulent, misleading, and deceptive
24 practices, Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members relied on these
25 practices and have suffered and will continue to suffer injury, ascertainable losses of money or property,
26 and monetary and non-monetary damages, including from not receiving the benefit of their bargain in
27 purchasing tickets and the increased time and expense in dealing with StubHub's refusal to live up to its
28 bargain.

307. Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members seek all monetary and non-monetary relief allowed by law, including damages, injunctive or other equitable relief, and attorneys' fees, disbursements, and costs.

EIGHTEENTH CAUSE OF ACTION

Violations of the Minnesota Uniform Deceptive Trade Practices Act,

Minn. Stat. §§ 325D.43 *et seq.*

308. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

309. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass.

310. By engaging in deceptive trade practices in the course of its business and vocation, directly or indirectly affecting the people of Minnesota, StubHub violated Minn. Stat. § 325D.44, including the following provisions: representing that its goods and services had characteristics, uses, and benefits that they did not have, in violation of Minn. Stat. §325D.44(1)(5); representing that goods and services are of a particular standard or quality when they are of another, in violation of Minn. Stat. § 325D.44(1)(7); advertising goods and services with intent not to sell them as advertised, in violation of Minn. Stat. § 325D.44(1)(9); and engaging in other conduct which similarly creates a likelihood of confusion or misunderstanding, in violation of Minn. Stat. § 325D.44(1)(13).

311. StubHub's representations and omissions were material because they were likely to deceive reasonable consumers.

312. StubHub intended to mislead Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members and induce them to rely on its misrepresentations and omissions.

313. Had StubHub disclosed to Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members that it misrepresented the FanProtect™ Guarantee, omitted material information regarding its ticket sales, and was otherwise engaged in deceptive, common business practices, StubHub would have been unable to continue in business and it would have been forced to disclose their actual intentions. Instead, StubHub represented that its ticket sales were backed up by its FanProtect™ Guarantee. Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members acted reasonably in relying on StubHub's misrepresentations and omissions, the truth of which they could not have

1 discovered.

2 314. StubHub acted intentionally, knowingly, and maliciously to violate Minnesota's
3 Uniform Deceptive Trade Practices Act, and recklessly disregarded the rights of Plaintiffs
4 Burkhardtsmeier and Risch and the Minnesota Subclass members. StubHub's knowledge of its intention
5 not to honor the FanProtect™ Guarantee put it on notice that its services were not as it advertised.

6 315. As a direct and proximate result of StubHub's s deceptive trade practices, Plaintiffs
7 Burkhardtsmeier and Risch and the Minnesota Subclass members have suffered and will continue to
8 suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages,
9 including from not receiving the benefit of their bargain in purchasing tickets and the increased time
10 and expense in dealing with StubHub's refusal to live up to its bargain.

11 316. Plaintiffs Burkhardtsmeier and Risch and the Minnesota Subclass members seek all
12 monetary and non-monetary relief allowed by law, including injunctive relief and attorneys' fees and
13 costs.

14 **NINETEENTH CAUSE OF ACTION**

15 **Violations of the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0903 *et seq.***

16 317. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

17 318. This cause of action is brought in the alternative to Plaintiffs' claims under California
18 law on behalf of Plaintiff Hudson and the Nevada Subclass.

19 319. StubHub advertised, offered, or sold goods or services in Nevada and engaged in trade
20 or commerce directly or indirectly affecting the people of Nevada.

21 320. StubHub engaged in deceptive trade practices in the course of its business or
22 occupation, in violation of Nev. Rev. Stat. §§ 598.0915 and 598.0923, including:

- 23 a. Knowingly making false representations as to the characteristics, uses, and
24 benefit of goods or services for sale in violation of Nev. Rev. Stat. §
25 598.0915(5);
- 26 b. Advertising goods or services with intent not to sell them as advertised in
27 violation of Nev. Rev. Stat § 598.0915(9);
- 28 c. Failing to disclose a material fact in connection with the sale of goods or

1 services in violation of Nev. Rev. Stat. § 598.0923(A)(2); and

2 d. Violating state and federal statutes or regulations relating to the sale of goods or
3 services in violation of Nev. Rev. Stat. § 598.0923(A)(3).

4 321. StubHub's representations and omissions were material because they were likely to
5 deceive reasonable consumers.

6 322. Had StubHub disclosed to Plaintiff Hudson and the Nevada Subclass members that it
7 misrepresented its FanProtect™ Guarantee, omitted material information regarding its ticket sales, and
8 was otherwise engaged in deceptive, common business practices, StubHub would have been unable to
9 continue in business and it would have been forced to disclose their actual intentions. Instead, StubHub
10 represented that its ticket sales were backed up by its FanProtect™ Guarantee. Plaintiff Hudson and the
11 Nevada Subclass members acted reasonably in relying on StubHub's misrepresentations and omissions,
12 the truth of which they could not have discovered.

13 323. StubHub acted intentionally, knowingly, and maliciously to violate Nevada's Deceptive
14 Trade Practices Act, and recklessly disregarded Plaintiff Hudson and the Nevada Subclass members'
15 rights. StubHub's knowledge of its intention not to honor the FanProtect™ Guarantee put it on notice
16 that its services were not as it advertised.

17 324. As a direct and proximate result of StubHub's deceptive trade practices, Plaintiff Hudson
18 and the Nevada Subclass members have suffered and will continue to suffer injury, ascertainable losses
19 of money or property, and monetary and non-monetary damages, including from not receiving the benefit
20 of their bargain in purchasing tickets and the increased time and expense in dealing with StubHub's
21 refusal to live up to its bargain.

22 325. Plaintiff Hudson and the Nevada Subclass members seek all monetary and non-monetary
23 relief allowed by law, including damages, punitive damages, and attorneys' fees and costs.

24 **TWENTIETH CAUSE OF ACTION**

25 **Violations of New Hampshire Consumer Protection Act, N.H.R.S.A. §§ 358-A, *et seq.***

26 326. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

27 327. This cause of action is brought in the alternative to Plaintiffs' claims under California law
28 on behalf of Plaintiff Ebeling and the New Hampshire Subclass.

1 328. StubHub is a “person” under the New Hampshire Consumer Protection statute.

2 329. StubHub advertised, offered, or sold goods or services in New Hampshire and engaged
3 in trade or commerce directly or indirectly affecting the people of New Hampshire, as defined by
4 N.H.R.S.A. § 358-A:1.

5 330. StubHub engaged in unfair and deceptive acts or practices in the ordinary conduct of its
6 trade or business, in violation of N.H.R.S.A. § 358-A:2, including:

7 a. Representing that its goods or services have characteristics, uses, or benefits that
8 they do not have in violation of N.H.R.S.A. § 358-A:2.V;

9 b. Representing that its goods or services are of a particular standard or quality if
10 they are of another in violation of N.H.R.S.A. § 358-A:2.VII; and

11 c. Advertising its goods or services with intent not to sell them as advertised in
12 violation of N.H.R.S.A. § 358-A:2.IX.

13 331. StubHub’s representations and omissions were material because they were likely to
14 deceive reasonable consumers.

15 332. StubHub acted intentionally, knowingly, and maliciously to violate New Hampshire’s
16 Consumer Protection Act, and recklessly disregarded Plaintiff Ebeling’s and the New Hampshire
17 Subclass members’ rights. StubHub knew its FanProtect™ Guarantee was material to its customers’
18 ticket purchases and thus StubHub was sufficiently on notice of failure to honor its advertising of that
19 guarantee. StubHub’s acts and practices went beyond the realm of strictly private transactions.

20 333. As a direct and proximate result of StubHub’s unfair and deceptive acts and practices,
21 Plaintiff Ebeling and the New Hampshire Subclass members have suffered and will continue to suffer
22 injury, ascertainable losses of money or property, and monetary and non-monetary damages, including
23 from not receiving the benefit of their bargain in purchasing their StubHub tickets for subsequently
24 canceled events, and increased time and expense in dealing with StubHub’s failure to refund those ticket
25 purchases.

26 334. Plaintiff Ebeling and the New Hampshire Subclass members seek all monetary and non-
27 monetary relief allowed by law, including actual damages, punitive damages, equitable relief (including
28 injunctive relief), restitution, civil penalties, and attorneys’ fees and costs.

TWENTY-FIRST CAUSE OF ACTION

Violations of New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.*

335. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

336. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Harris and Morales, and the New Jersey Subclass.

337. StubHub is a "person," as defined by N.J. Stat. Ann. § 56:8-1(d).

338. StubHub sells "merchandise," as defined by N.J. Stat. Ann. § 56:8-1(c) & (e).

339. The New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.*, prohibits unconscionable commercial practices, deception, fraud, false pretense, false promise, misrepresentation, as well as the knowing concealment, suppression, or omission of any material fact with the intent that others rely on the concealment, omission, or fact, in connection with the sale or advertisement of any merchandise.

340. StubHub's representations and omissions were material because they were likely to deceive reasonable consumers.

341. StubHub intended to mislead Plaintiffs Harris and Morales and the New Jersey Subclass members and induce them to rely on its misrepresentations and omissions.

342. StubHub acted intentionally, knowingly, and maliciously to violate New Jersey's Consumer Fraud Act, and recklessly disregarded Plaintiffs Harris and Morales' and the New Jersey Subclass members' rights. StubHub knew its FanProtect™ Guarantee was material to its customers' ticket purchases and thus StubHub was sufficiently on notice of failure to honor its advertising of that guarantee.

343. As a direct and proximate result of StubHub's unconscionable and deceptive practices, Plaintiffs and New Jersey Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing their StubHub tickets for subsequently canceled events, and increased time and expense in dealing with StubHub's failure to refund those ticket purchases.

344. Plaintiffs Harris and Morales and the New Jersey Subclass members seek all monetary

1 and non-monetary relief allowed by law, including injunctive relief, other equitable relief, actual
2 damages, treble damages, restitution, and attorneys' fees, filing fees, and costs.

3 **TWENTY-SECOND CAUSE OF ACTION**

4 **Violations of New York General Business Law, N.Y. Gen. Bus. Law §§ 349, *et seq.***

5 345. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

6 346. This cause of action is brought in the alternative to Plaintiffs' claims under California law
7 on behalf of Plaintiffs Wutz, Kushner, and Burshsteyn, and the New York Subclass.

8 347. Plaintiffs Wutz, Kushner, and Burshsteyn and the New York Subclass members are
9 "persons" within the meaning of New York General Business Law ("New York GBL"). N.Y. Gen. Bus.
10 Law § 349(h).

11 348. Defendant is a "person," "firm," "corporation," or "association" within the meaning of
12 New York GBL § 349.

13 349. New York GBL § 349 makes unlawful "[d]eceptive acts or practices in the conduct of
14 any business, trade or commerce." N.Y. Gen. Bus. Law § 349. Defendant's conduct, as described in this
15 Complaint, constitutes "deceptive acts or practices" within the meaning of the New York GBL.

16 350. Defendant's actions, as set forth above, occurred in the conduct of business, trade or
17 commerce.

18 351. Defendant advertised and promoted StubHub's FanProtect™ Guarantee by promising to
19 give refunds to its customers if events were canceled. Defendant's FanProtect™ Guarantee was intended
20 to induce consumers to purchase tickets from StubHub. Defendant knew that those statements were false
21 and misleading when StubHub retroactively changed its policy and refused to offer refunds for events
22 that were canceled.

23 352. Defendant's advertising that StubHub would provide refunds for events that were
24 canceled was false and misleading to a reasonable consumer, including Plaintiffs Wutz, Kushner, and
25 Burshsteyn and members of the New York Subclass, because Defendant in fact refused to provide
26 refunds to ticket purchasers for events that were canceled.

27 353. Defendant violated the New York GBL by misleading Plaintiffs and members of the New
28 York Subclass to believe that they would receive refunds if the events they purchased tickets for were

1 canceled.

2 354. Defendant knew or should have known, through the exercise of reasonable care that their
3 statements about refunds were false and misleading.

4 355. Plaintiffs Wutz, Kushner, and Burshsteyn and members of the New York Subclass lost
5 money or property as a result of Defendant's New York GBL violations because (a) they would not have
6 purchased tickets from StubHub absent Defendant's representations that StubHub would provide refunds
7 if the event was canceled; (b) they would not have purchased tickets on the same terms absent
8 Defendant's misrepresentations; (c) they paid a price premium for tickets based on Defendant's
9 misrepresentations; and (d) Defendant's ticket sales did not have the characteristics, benefits, or
10 quantities as promised.

11 356. All of Defendant's deceptive acts and practices, which were intended to mislead
12 consumers in a material way in the process of purchasing tickets. Further, Plaintiffs Wutz, Kushner, and
13 Burshsteyn and the members of the New York Subclass suffered injury as a result of the deceptive acts
14 or practice.

15 357. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiffs Wutz, Kushner, and Burshsteyn and
16 the New York Subclass members seek actual damages or \$50, whichever is greater, in addition to
17 discretionary three times actual damages up to \$1,000 for Defendant's willful and knowing violation of
18 N.Y. Gen. Bus. Law § 349. Plaintiffs and the New York Subclass members also seek attorneys' fees,
19 an order enjoining Defendant's deceptive conduct, and any other just and proper relief available under
20 the New York GBL.

21 **TWENTY-THIRD CAUSE OF ACTION**

22 **Violations of the North Carolina Unfair Trade Practices Act,**

23 **N.C. Gen. Stat. Ann. §§ 75-1.1 *et seq.***

24 358. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

25 359. This cause of action is brought in the alternative to Plaintiffs' claims under California law
26 on behalf of Plaintiffs Cooper, Green, and Lym-Murphy, and the North Carolina Subclass.

27 360. StubHub advertised, offered, or sold goods or services in North Carolina and engaged in
28 trade or commerce directly or indirectly affecting the people of North Carolina, as defined by N.C. Gen.

1 Stat. Ann. § 75-1.1(b).

2 361. StubHub engaged in unfair and deceptive acts and practices in or affecting commerce, in
3 violation of N.C. Gen. Stat. Ann. § 75-1.1.

4 362. StubHub's representations and omissions were material because they were likely to
5 deceive reasonable consumers.

6 363. StubHub intended to mislead Plaintiffs Cooper, Green, and Lym-Murphy and the North
7 Carolina Subclass members and induce them to rely on its misrepresentations and omissions.

8 364. Had StubHub disclosed to Plaintiffs Cooper, Green, and Lym-Murphy and the North
9 Carolina Subclass members that it misrepresented its FanProtect™ Guarantee, omitted material
10 information regarding its ticket sales, and was otherwise engaged in deceptive, common business
11 practices, StubHub would have been unable to continue in business and it would have been forced to
12 disclose its actual intentions. Instead, StubHub represented that its ticket sales were backed up by its
13 FanProtect™ Guarantee. Plaintiffs Cooper, Green, and Lym-Murphy, and the North Carolina Subclass
14 members acted reasonably in relying on StubHub's misrepresentations and omissions, the truth of which
15 they could not have discovered.

16 365. StubHub acted intentionally, knowingly, and maliciously to violate North Carolina's
17 Unfair Trade Practices Act, and recklessly disregarded Plaintiffs Cooper, Green, and Lym-Murphy, and
18 the North Carolina Subclass members' rights. StubHub's knowledge of its intention not to honor the
19 FanProtect™ Guarantee put it on notice that its services were not as it advertised.

20 366. As a direct and proximate result of StubHub's unfair and deceptive acts and practices,
21 Plaintiffs Cooper, Green, and Lym-Murphy, and the North Carolina Subclass members have suffered
22 and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-
23 monetary damages, including from not receiving the benefit of their bargain in purchasing tickets and
24 the increased time and expense in dealing with StubHub's refusal to live up to its bargain.

25 367. StubHub's conduct as alleged herein was continuous, such that after the first violations
26 of the provisions pled herein, each week that the violations continued constitute separate offenses
27 pursuant to N.C. Gen. Stat. Ann. § 75-8.

28 368. Plaintiffs Cooper, Green, and Lym-Murphy, and the North Carolina Subclass members

1 seek all monetary and nonmonetary relief allowed by law, including actual damages, treble damages,
2 and attorneys' fees and costs.

3 **TWENTY-FOURTH CAUSE OF ACTION**

4 **Violations of the Ohio Consumer Sales Practices Act, Ohio Rev. Code §§ 1345.01 *et seq.***

5 369. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

6 370. This cause of action is brought in the alternative to Plaintiffs' claims under California law
7 on behalf of Plaintiff Metz and the Ohio Subclass.

8 371. StubHub was a "supplier" engaged in "consumer transactions," as defined by Ohio Rev.
9 Code §§ 1345.01(A) & (C).

10 372. StubHub advertised, offered, or sold goods or services in Ohio and engaged in trade or
11 commerce directly or indirectly affecting the people of Ohio.

12 373. StubHub engaged in unfair and deceptive acts and practices in connection with a
13 consumer transaction, in violation of Ohio Rev. Code §§ 1345.02, including:

- 14 a. StubHub represented that its goods, services, and intangibles had
15 performance characteristics, uses, and benefits that they did not have, in
16 violation of Ohio Rev. Code § 1345.02(B)(1); and
- 17 b. StubHub represented that its goods, services, and intangibles were of a
18 particular standard or quality when they were not, in violation of Ohio Rev.
19 Code § 1345(B)(2).

20 374. StubHub was a "supplier" engaged in "consumer transactions," as defined by Ohio Rev.
21 Code §§ 1345.01(A) & (C).

22 375. StubHub advertised, offered, or sold goods or services in Ohio and engaged in trade or
23 commerce directly or indirectly affecting the people of Ohio.

24 376. StubHub engaged in unfair and deceptive acts and practices in connection with a
25 consumer transaction, in violation of Ohio Rev. Code §§ 1345.02, including:

- 26 a. StubHub represented that its goods, services, and intangibles had
27 performance characteristics, uses, and benefits that they did not have, in
28 violation of Ohio Rev. Code § 1345.02(B)(1); and

- 1 b. StubHub represented that its goods, services, and intangibles were of a
2 particular standard or quality when they were not, in violation of Ohio Rev.
3 Code § 1345(B)(2).

4 377. StubHub engaged in unconscionable acts and practices in connection with a consumer
5 transaction, in violation of Ohio Rev. Code Ann. § 1345.03, including:

- 6 a. Knowingly taking advantage of the inability of Plaintiff Metz and the Ohio
7 Subclass to reasonably protect their interest because of their ignorance of
8 the issues discussed herein (Ohio Rev. Code Ann. § 1345.03(B)(1)); and
9 b. Requiring Plaintiff Metz and the Ohio Subclass to enter into a consumer
10 transaction on terms that StubHub knew were substantially one-sided in
11 favor of StubHub (Ohio Rev. Code Ann. § 1345.03(B)(5)).

12 378. StubHub's representations and omissions were material because they were likely to
13 deceive reasonable consumers.

14 379. StubHub intended to mislead Plaintiff Metz and the Ohio Subclass members and induce
15 them to rely on its misrepresentations and omissions.

16 380. StubHub acted intentionally, knowingly, and maliciously to violate Ohio's Consumer
17 Sales Practices Act, and recklessly disregarded rights of Plaintiff Metz and the Ohio Subclass members.
18 StubHub's knowledge of its intention not to honor the FanProtect™ Guarantee put it on notice that its
19 services were not as it advertised.

20 381. StubHub's unfair, deceptive, and unconscionable acts and practices complained of herein
21 affected the public interest, including the millions of Ohioans who purchased and/or used StubHub's
22 services.

23 382. As a direct and proximate result of StubHub's unfair, deceptive, and unconscionable acts
24 and practices, Plaintiff Metz and the Ohio Subclass members have suffered and will continue to suffer
25 injury, ascertainable losses of money or property, and monetary and nonmonetary damages, including
26 from not receiving the benefit of their bargain in purchasing tickets, and increased time and expense in
27 dealing with StubHub's refusal to live up to its bargain.

28 383. Plaintiff Metz and the Ohio Subclass members seek all monetary and non-monetary relief

1 allowed by law, including declaratory and injunctive relief, the greater of actual and treble damages or
 2 statutory damages, attorneys' fees and costs, and any other appropriate relief.

3 **TWENTY-FIFTH CAUSE OF ACTION**

4 **Violations of the Ohio Deceptive Trade Practices Act, Ohio Rev. Code §§ 4165.01 *et seq.***

5 384. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

6 385. This cause of action is brought in the alternative to Plaintiffs' claims under California law
 7 on behalf of Plaintiff Metz and the Ohio Subclass.

8 386. StubHub, Plaintiff Metz and the Ohio Subclass members are a "person," as defined by
 9 Ohio Rev. Code § 4165.01(D).

10 387. StubHub advertised, offered, or sold goods or services in Ohio and engaged in trade or
 11 commerce directly or indirectly affecting the people of Ohio.

12 388. StubHub engaged in deceptive trade practices in the course of its business and vocation,
 13 in violation of Ohio Rev. Code § 4165.02, including:

- 14 a. Representing that its goods and services have characteristics, uses, benefits,
 15 or qualities that they do not have, in violation of Ohio Rev. Code §
 16 4165.02(A)(7);
- 17 b. Representing that its goods and services are of a particular standard or
 18 quality when they are of another, in violation of Ohio Rev. Code §
 19 4165.02(A)(9); and
- 20 c. Advertising its goods and services with intent not to sell them as advertised,
 21 in violation of Ohio Rev. Code § 4165.02(A)(11).

22 389. StubHub's representations and omissions were material because they were likely to
 23 deceive reasonable consumers.

24 390. StubHub intended to mislead Plaintiff Metz and the Ohio Subclass members and induce
 25 them to rely on its misrepresentations and omissions.

26 391. StubHub acted intentionally, knowingly, and maliciously to violate Ohio's Deceptive
 27 Trade Practices Act, and recklessly disregarded the rights of Plaintiff Metz and the Ohio Subclass
 28 members. StubHub's knowledge of its intention not to honor the FanProtect™ Guarantee put it on notice

1 that its services were not as it advertised.

2 392. As a direct and proximate result of StubHub's deceptive trade practices, Plaintiff Metz
3 and the Ohio Subclass members have suffered and will continue to suffer injury, ascertainable losses of
4 money or property, and monetary and non-monetary damages, including from not receiving the benefit
5 of their bargain in purchasing tickets, and increased time and expense in dealing with StubHub's refusal
6 to live up to its bargain.

7 393. Plaintiff Metz and the Ohio Subclass members seek all monetary and non-monetary relief
8 allowed by law, including injunctive relief, actual damages, attorneys' fees, and any other relief that is
9 just and proper.

10 **TWENTY-SIXTH CAUSE OF ACTION**

11 **Violations of Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.608, *et seq.***

12 394. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

13 395. This cause of action is brought in the alternative to Plaintiffs' claims under California law
14 on behalf of Plaintiffs Davis and Glaspey, and the Oregon Subclass.

15 396. StubHub is a "person," as defined by Or. Rev. Stat. § 646.605(4).

16 397. StubHub engaged in the sale of "goods and services," as defined by Or. Rev. Stat. §
17 646.605(6)(a).

18 398. StubHub sold "goods or services," as defined by Or. Rev. Stat. § 646.605(6)(a).

19 399. StubHub advertised, offered, or sold goods or services in Oregon and engaged in trade or
20 commerce directly or indirectly affecting the people of Oregon.

21 400. StubHub engaged in unlawful practices in the course of its business and occupation, in
22 violation of Or. Rev. Stat. § 646.608, included the following:

23 a. Representing that its goods or services have approval, characteristics, uses,
24 benefits, and qualities that they do not have, in violation of Or. Rev. Stat. § 646.608(1)(e);

25 b. Representing that its goods or services are of a particular standard or quality if
26 they are of another, in violation of Or. Rev. Stat. § 646.608(1)(g);

27 c. Advertising its goods or services with intent not to provide them as advertised, in
28 violation of Or. Rev. Stat. § 646.608(1)(i); and

1 d. Concurrent with tender or delivery of its goods or services, failing to disclose any
2 known material defect, in violation of Or. Rev. Stat. § 646.608(1)(t).

3 401. StubHub's representations and omissions were material because they were likely to
4 deceive reasonable consumers.

5 402. StubHub intended to mislead Plaintiffs Davis and Glaspey and the Oregon Subclass
6 members and induce them to rely on its misrepresentations and omissions.

7 403. Had StubHub disclosed to Plaintiffs Davis and Glaspey and the Oregon Subclass
8 members that it misrepresented and omitted material information regarding the FanProtect™ Guarantee,
9 and was otherwise engaged in deceptive, common business practices, StubHub would have been unable
10 to continue to advertise and represent the FanProtect™ Guarantee, and it would have been forced to
11 disclose its intent to fail to honor that guarantee. Instead, StubHub represented that the FanProtect™
12 Guarantee would apply to all canceled events and concealed its intent to fail to honor that guarantee.
13 Plaintiffs Davis and Glaspey and the Oregon Subclass members acted reasonably in relying on
14 StubHub's misrepresentations and omissions, the truth of which they could not have discovered.

15 404. StubHub acted intentionally, knowingly, and maliciously to violate Oregon's Unlawful
16 Trade Practices Act, and recklessly disregarded Plaintiffs Davis and Glaspey's and the Oregon Subclass
17 members' rights. StubHub knew its FanProtect™ Guarantee was material to its customers' ticket
18 purchases and thus StubHub was sufficiently on notice of failure to honor its advertising of that
19 guarantee.

20 405. As a direct and proximate result of StubHub's unlawful practices, Plaintiffs Davis and
21 Glaspey and the Oregon Subclass members have suffered and will continue to suffer injury, ascertainable
22 losses of money or property, and monetary and non-monetary damages, including from not receiving the
23 benefit of their bargain in purchasing their StubHub tickets for subsequently canceled events, and
24 increased time and expense in dealing with StubHub's failure to refund those ticket purchases.

25 406. Plaintiffs Davis and Glaspey and the Oregon Subclass members seek all monetary and
26 non-monetary relief allowed by law, including equitable relief, actual damages or statutory damages of
27 \$200 per violation (whichever is greater), punitive damages, and reasonable attorneys' fees and costs.
28

TWENTY-SEVENTH CAUSE OF ACTION

Violations of the Pennsylvania Unfair Trade Practices Act and Consumer Protection Law, 73 Pa.

Cons. Stat. §§ 201-2 & 201-3 *et seq.*

407. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

408. This cause of action is brought in the alternative to Plaintiffs' claims under California law on behalf of Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania Subclass.

409. StubHub is a "person," as meant by 73 Pa. Cons. Stat. § 201-2(2).

410. Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver and Pennsylvania Subclass members purchased goods and services in "trade" and "commerce," as meant by 73 Pa. Cons. Stat. § 201-2(3), primarily for personal, family, and/or household purposes.

411. StubHub engaged in unfair methods of competition and unfair or deceptive acts or practices in the conduct of its trade and commerce in violation of 73 Pa. Cons. Stat. Ann. § 201-3, including the following:

- a. Representing that its goods and services have characteristics, uses, benefits, and qualities that they do not have (73 Pa. Stat. Ann. § 201-2(4)(v));
- b. Representing that its goods and services are of a particular standard or quality if they are another (73 Pa. Stat. Ann. § 201-2(4)(vii)); and
- c. Advertising its goods and services with intent not to sell them as advertised (73 Pa. Stat. Ann. § 201-2(4)(ix)).

412. StubHub's representations and omissions were material because they were likely to deceive reasonable consumers.

413. StubHub intended to mislead Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania Subclass members and induce them to rely on its misrepresentations and omissions.

414. Had StubHub disclosed to Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania Subclass members that it misrepresented its FanProtect™ Guarantee, omitted material information regarding its ticket sales, and was otherwise engaged in deceptive, common business practices, StubHub would have been unable to continue in business and it would have been forced to disclose its actual intentions. Instead, StubHub represented that its ticket sales were backed up by its

1 FanProtect™ Guarantee. Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania
 2 Subclass members acted reasonably in relying on StubHub's misrepresentations and omissions, the truth
 3 of which they could not have discovered.

4 415. StubHub acted intentionally, knowingly, and maliciously to violate Pennsylvania Unfair
 5 Trade Practices and Consumer Protection Law, and recklessly disregarded the rights of Plaintiffs
 6 Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania Subclass members. StubHub's
 7 knowledge of its intention not to honor the FanProtect™ Guarantee put it on notice that its services were
 8 not as it advertised.

9 416. As a direct and proximate result of StubHub's unfair methods of competition and unfair
 10 or deceptive acts or practices and reliance on them by Plaintiffs Markwalder, McDaniel, Reaggs, and
 11 Weaver, and the Pennsylvania Subclass members, Plaintiffs Markwalder, McDaniel, Reaggs, and
 12 Weaver, and the Pennsylvania Subclass members have suffered and will continue to suffer injury,
 13 ascertainable losses of money or property, and monetary and non-monetary damages, including from not
 14 receiving the benefit of their bargain in purchasing tickets, and increased time and expense in dealing
 15 with StubHub's refusal to live up to its bargain.

16 417. Plaintiffs Markwalder, McDaniel, Reaggs, and Weaver, and the Pennsylvania Subclass
 17 members seek all monetary and nonmonetary relief allowed by law, including actual damages or
 18 statutory damages of \$100 (whichever is greater), treble damages, attorneys' fees and costs, and any
 19 additional relief the Court deems necessary or proper.

20 **TWENTY-EIGHTH CAUSE OF ACTION**

21 **Texas Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41, *et seq.***

22 418. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

23 419. This cause of action is brought in the alternative to Plaintiffs' claims under California law
 24 on behalf of Plaintiffs Schiefer, Abeyta, Gutierrez, and the Texas Subclass.

25 420. Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas Subclass members are individuals
 26 with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25
 27 million in assets). See Tex. Bus. & Com. Code § 17.41.

28 421. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA")

1 provides a private right of action to a consumer where the consumer suffers economic damage as the
2 result of either (i) the use of false, misleading, or deceptive act or practice specifically enumerated in
3 Tex. Bus. & Com. Code § 17.46(b); or (ii) “an unconscionable action or course of action by any person.”
4 Tex. Bus. & Com. Code § 17.50(a)(2) & (3).

5 422. The Texas DTPA declares several specific actions to be unlawful, including: “(5)
6 Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses,
7 benefits, or qualities that they do not have”; “(7) Representing that goods or services are of a particular
8 standard, quality, or grade, or that goods are of a particular style or model, if they are of another”; and
9 “(9) advertising goods or services with intent not to sell them as advertised.”

10 423. An “unconscionable action or course of action” means “an act or practice which, to a
11 consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the
12 consumer to a grossly unfair degree.” Tex. Bus. & Com. Code § 17.45(5).

13 424. As detailed herein, StubHub has engaged in an unconscionable action or course of action
14 and thereby caused economic damages to Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas Subclass
15 members.

16 425. In the course of business, StubHub willfully failed to disclose and actively concealed the
17 conduct discussed herein and otherwise engaged in activities with a tendency or capacity to deceive.
18 StubHub also engaged in unlawful trade practices by employing deception, deceptive acts or practices,
19 fraud, misrepresentations, or concealment, suppression, and/or omission of any material fact with intent
20 that others rely upon such concealment, suppression, or omission, in connection with the FanProtect™
21 Guarantee.

22 426. StubHub’s unfair or deceptive acts or practices were likely to and did in fact deceive
23 reasonable consumers, including Plaintiffs and the other Subclass members, about the true nature of the
24 FanProtect™ Guarantee.

25 427. StubHub intentionally and knowingly misrepresented material facts regarding the
26 FanProtect™ Guarantee with intent to mislead Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas
27 Subclass.

28 428. StubHub knew or should have known that their conduct violated the Texas DTPA.

1 429. StubHub owed Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas Subclass members a
 2 duty to disclose the true nature of the FanProtect™ Guarantee, because it possessed exclusive
 3 knowledge, intentionally concealed the foregoing from Plaintiffs Schiefer, Abeyta, Gutierrez and the
 4 Texas Subclass members, and/or made inaccurate and/or incomplete representations about the guarantee.

5 430. StubHub's omissions and/or misrepresentations about the FanProtect™ Guarantee were
 6 material to Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas Subclass.

7 431. Plaintiffs Schiefer, Abeyta, Gutierrez and the Texas Subclass members suffered
 8 ascertainable loss caused by StubHub's misrepresentations and their concealment of and failure to
 9 disclose material information.

10 432. StubHub had an ongoing duty to its customers to refrain from unfair and deceptive
 11 practices under the Texas DTPA.

12 433. All Texas Subclass Members suffered ascertainable loss in the form of lost monies paid
 13 for tickets to canceled events.

14 434. As a direct and proximate result of StubHub's violations of the Texas DTPA, Plaintiffs
 15 Schiefer, Abeyta, Gutierrez and the Texas Subclass members have suffered injury-in-fact and/or actual
 16 damage.

17 435. Plaintiffs have made a demand in satisfaction of Tex. Bus. & Com. Code Ann. § 17.505
 18 and may amend this Complaint to assert claims for monetary relief as allowable by law once the required
 19 notice period has elapsed.

20 **TWENTY-NINTH CAUSE OF ACTION**

21 **Violations of Virginia Consumer Protection Act, Va. Code Ann. § 59.1-196, *et seq.***

22 436. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

23 437. This cause of action is brought in the alternative to Plaintiffs' claims under California law
 24 on behalf of Plaintiffs Goodacre and Andersen, and the Virginia Subclass.

25 438. The Virginia Consumer Protection Act prohibits "[u]sing any . . . deception, fraud, false
 26 pretense, false promise, or misrepresentation in connection with a consumer transaction." Va. Code Ann.
 27 § 59.1-200(14).

28 439. StubHub is a "person" as defined by Va. Code Ann. § 59.1-198.

1 440. StubHub is a “supplier,” as defined by Va. Code Ann. § 59.1-198.

2 441. StubHub engaged in the complained-of conduct in connection with “consumer
3 transactions” with regard to “goods” or “services,” as defined by Va. Code Ann. § 59.1-198. StubHub
4 advertised, offered, or sold goods or services used primarily for personal, family or household purposes.

5 442. StubHub engaged in deceptive acts and practices by using deception, fraud, false
6 pretense, false promise, and misrepresentation in connection with consumer transactions, described
7 herein.

8 443. StubHub intended to mislead Plaintiffs Goodacre and Andersen and Virginia Subclass
9 members and induce them to rely on its misrepresentations and omissions.

10 444. StubHub’s representations and omissions were material because they were likely to
11 deceive reasonable consumers.

12 445. Had StubHub disclosed to Plaintiffs Goodacre and Andersen and Virginia Subclass
13 members that it misrepresented and omitted material information regarding the FanProtect™ Guarantee,
14 and was otherwise engaged in deceptive, common business practices, StubHub would have been unable
15 to continue to advertise and represent the FanProtect™ Guarantee, and it would have been forced to
16 disclose its intent to fail to honor that guarantee. Instead, StubHub represented that the FanProtect™
17 Guarantee would apply to all canceled events and concealed its intent to fail to honor that guarantee.
18 Plaintiffs Goodacre and Andersen and the Virginia Subclass members acted reasonably in relying on
19 StubHub’s misrepresentations and omissions, the truth of which they could not have discovered.

20 446. StubHub had a duty to disclose these facts due to the circumstances of this case.
21 StubHub’s duty to disclose also arose from its:

- 22 a. Concealment of its intent to fail to honor the FanProtect™ Guarantee; and
- 23 b. Deceptive and misleading representations about the FanProtect™ Guarantee.

24 447. The above-described deceptive acts and practices also violated the following provisions
25 of VA Code § 59.1-200(A):

- 26 a. Misrepresenting that goods or services have certain quantities, characteristics,
27 ingredients, uses, or benefits;

1 b. Misrepresenting that goods or services are of a particular standard, quality, grade,
2 style, or model; and

3 c. Advertising goods or services with intent not to sell them as advertised, or with
4 intent not to sell them upon the terms advertised.

5 448. StubHub acted intentionally, knowingly, and maliciously to violate Virginia's Consumer
6 Protection Act, and recklessly disregarded Plaintiffs Goodacre and Andersen and Virginia Subclass
7 members' rights. StubHub knew its FanProtect™ Guarantee was material to its customers' ticket
8 purchases and thus StubHub was sufficiently on notice of failure to honor its advertising of that
9 guarantee. An award of punitive damages would serve to punish StubHub for its wrongdoing and warn
10 or deter others from engaging in similar conduct.

11 449. As a direct and proximate result of StubHub's deceptive acts or practices, Plaintiffs and
12 Virginia Subclass members have suffered and will continue to suffer injury, ascertainable losses of
13 money or property, and monetary and non-monetary damages, including from not receiving the benefit
14 of their bargain in purchasing their StubHub tickets for subsequently canceled events, and increased time
15 and expense in dealing with StubHub's failure to refund those ticket purchases.

16 450. StubHub's violations present a continuing risk to Plaintiffs Goodacre and Andersen and
17 Virginia Subclass members as well as to the general public.

18 451. Plaintiffs Goodacre and Andersen and Virginia Subclass members seek all monetary and
19 non-monetary relief allowed by law, including actual damages; statutory damages in the amount of
20 \$1,000 per violation if the conduct is found to be willful or, in the alternative, \$500 per violation,
21 restitution, injunctive relief, punitive damages, and attorneys' fees and costs.

22 **THIRTIETH CAUSE OF ACTION**

23 **Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86.010, *et seq.***

24 452. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

25 453. This cause of action is brought in the alternative to Plaintiffs' claims under California law
26 on behalf of Plaintiffs Green, Lively, Kenna, and the Washington Subclass.

27 454. StubHub is a "person" within the meaning of the Washington Consumer Protection Act,
28 RCW § 19.86.010(1), and conducts "trade" and "commerce" within the meaning RCW § 19.86.010(2).

1 455. Plaintiffs Green, Lively and Kenna and other members of the Washington Subclass are
2 “persons” within the meaning of RCW § 19.86.010(1).

3 456. The acts alleged herein, including StubHub’s failure to honor its FanProtect™ Guarantee
4 and the events that led to it, constitute unfair acts that offend public policy, including as set forth in the
5 foregoing state laws.

6 457. StubHub’s issuance of and failure to honor the FanProtect™ Guarantee is unfair and/or
7 deceptive because these acts or practices offend public policy and omit to disclose material information
8 timely to Plaintiffs and Subclass members, including as set forth in the foregoing state laws.

9 458. StubHub’s failure to honor the FanProtect™ Guarantee caused substantial injury to
10 Plaintiffs Green, Lively and Kenna and the Washington Subclass members, is not outweighed by any
11 countervailing benefits to consumers or competitors, and is not reasonably avoidable by consumers.

12 459. StubHub’s failure to honor the FanProtect™ Guarantee is unfair because these acts and
13 practices are immoral, unethical, oppressive, and/or unscrupulous.

14 460. StubHub’s unfair acts or practices occurred in its trade or business and have and are
15 capable of injuring a substantial portion of the public.

16 461. StubHub’s general course of conduct as alleged herein is injurious to the public interest,
17 and the acts complained of herein are ongoing and/or have a substantial likelihood of being repeated.

18 462. As a direct and proximate result of StubHub’s unfair acts or practices, Plaintiffs Green,
19 Lively and Kenna and the Washington Subclass members suffered injury in fact.

20 463. Plaintiffs Green, Lively and Kenna and the Washington Subclass members are entitled to
21 an order enjoining the conduct complained of herein and ordering StubHub to take remedial measures;
22 actual damages; treble damages pursuant to RCW § 19.86.090; costs of suit, including reasonable
23 attorneys’ fees; and such further relief as the Court may deem proper.

24 **THIRTY-FIRST CAUSE OF ACTION**

25 **Wisconsin Deceptive Trade Practices Act, WIS. STAT. § 110.18, *et seq.***

26 464. Plaintiffs incorporate all preceding factual allegations as if fully set forth here.

27 465. This cause of action is brought in the alternative to Plaintiffs’ claims under California law
28 on behalf of Plaintiff McMillan, and the Wisconsin Subclass.

- 1 h) Issue a public injunction temporarily and permanently enjoining StubHub from continuing
2 to engage in the unlawful, deceptive, fraudulent, and unfair business practices alleged in this
3 Complaint and including without limitation, cumulatively or in the alternative:
- 4 a. Prohibiting StubHub from making any further retroactive material changes to its
5 FanProtect™ Guarantee;
- 6 b. Enjoining StubHub from continuing to renege on the terms of the FanProtect™
7 Guarantee in place prior to March 25, 2020 as applicable to ticket purchases made within
8 the applicable statute of limitations period but preceding the award of public injunctive
9 relief sought in this action;
- 10 c. Requiring StubHub to notify all affected consumers of their right to enforce the terms of
11 the FanProtect™ Guarantee in place prior to March 25, 2020 as applicable to ticket
12 purchases made within the applicable statute of limitations period but preceding the
13 award of public injunctive relief sought in this action;
- 14 d. Prohibiting StubHub from making any prospective material changes to its FanProtect™
15 Guarantee that differ from the original pre-COVID terms and conditions;
- 16 e. Requiring StubHub to disseminate clear corrective advertising effectively informing the
17 public that the FanProtect™ Guarantee no longer means a money back guarantee and
18 setting forth the current terms in a clear and conspicuous manner;
- 19 f. Requiring StubHub to disseminate clear corrective advertising effectively informing the
20 public that the FanProtect™ Guarantee is not a guarantee at all, or is hollow and
21 meaningless because StubHub maintains and reserves the right to unilaterally change its
22 terms at any time
- 23 g. Prohibiting StubHub from continuing to use the FanProtect™ Guarantee phrase, logo, or
24 trademark in their marketing and advertising, including, without limitation, on their
25 website and their mobile app and requiring StubHub to provide sufficient notice to its
26 users and the consuming public of its rescission of the FanProtect™ Guarantee. Such
27 notice shall, without limitation, be prominently displayed on StubHub's home page and
28 mobile app, and on all other webpages and screens on which the FanProtect™ Guarantee

phrase or logo used to appear throughout the process of a customer using its service;
included in corrective advertising; and provided to all registered users and prior
purchasers via email and mail notification.

- i) Render an award of punitive damages;
- j) Enter judgment including post and prejudgment interest, costs and expenses, reasonable attorneys' fees; and
- k) Grant all such other relief as the Court deems appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: January 8, 2021

/s/ Tina Wolfson

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Interim Co-Lead Counsel for Plaintiffs

AFFIDAVIT OF TINA WOLFSON

I, Tina Wolfson, declare as follows:

1. I am an attorney with the law firm of Ahdoot & Wolfson, PC, counsel for Plaintiffs in this action. I am admitted to practice law in California and before this Court, and I am a member in good standing of the State Bar of California. This declaration is made pursuant to California Civil Code section 1780(d). I make this declaration based on my research of public records and upon personal knowledge and, if called upon to do so, could and would testify competently thereto.

2. Venue is proper in this Court because Plaintiffs suffered injuries as a result of actions of Defendant StubHub, Inc. ("Defendant") in San Francisco County, many of the acts and transactions giving rise to this action occurred in San Francisco County, and Defendant (1) resides and conducts business in this County, (2) has intentionally availed itself of the laws and markets of California and the County of San Francisco through the provision of its services in this County, and (3) is subject to personal jurisdiction in this County.

3. Plaintiff Angelo Gobaleza is a resident and citizen of San Diego, California.

4. Plaintiff Dianna Gomez is a resident and citizen of San Diego, California.

5. Plaintiff Anjora Hansen is a resident and citizen of San Diego, California.

6. Plaintiff Kenneth Kruger is a resident and citizen of Palo Alto, California.

7. Plaintiff Brittany McKenzie is a resident and citizen of Sacramento, California.

8. Plaintiff Alexis Moran Sandoval is a resident and citizen of Earlimart, California.

9. Anthony Fattori is a resident and citizen of Sun Tan Valley, Arizona.

10. Plaintiff Richard Huante is a resident and citizen of Glendale, Arizona.

11. Plaintiff Anabel Avalos is a resident and citizen of Miami Lake, Florida.

12. Plaintiff Deanna Cook is a resident and citizen of Miami Shores, Florida.

13. Plaintiff Hazel Dominguez is a resident and citizen of Boca Raton, Florida.

14. Plaintiff Matthew Fogg is a resident and citizen of St. Petersburg, Florida.

15. Plaintiff Dennis Dwyer is a resident and citizen of Atlanta, Georgia.

16. Plaintiff Paul Koble is a resident and citizen of Newnan, Georgia.

17. Plaintiff Lisa Molidor is a resident and citizen of Volo, Illinois.

- 1 18. Plaintiff David Dahl is a resident and citizen of New Haven, Indiana.
- 2 19. Plaintiff Brian Moore is a resident and citizen of Muncie, Indiana.
- 3 20. Plaintiff Jennifer Williams is a resident and citizen of Greenville, Indiana.
- 4 21. Plaintiff Casey Moyer is a resident and citizen of Shreveport, Louisiana.
- 5 22. Plaintiff Brendan Carroll is a resident and citizen of Annapolis, Maryland.
- 6 23. Plaintiff Brittany Knight is a resident and citizen of Baltimore, Maryland.
- 7 24. Plaintiff Amanda Matlock is a resident and citizen of Ellicott City, Maryland.
- 8 25. Plaintiff Gary Ward is a resident and citizen of Forest Hill, Maryland.
- 9 26. Plaintiff Yolanda Gordils is a resident and citizen of Cambridge, Massachusetts.
- 10 27. Plaintiff William Mignault is a resident and citizen of Stoneham, Massachusetts.
- 11 28. Plaintiff Jeff Thomas is a resident and citizen of Marlborough, Massachusetts.
- 12 29. Plaintiff Josiah Burkhardtsmeier is a resident and citizen of Fergus Falls, Minnesota.
- 13 30. Plaintiff Bonnie Lee Risch is a resident and citizen of Forest Lake, Minnesota.
- 14 31. Plaintiff Scot Hudson is a resident and citizen of Sparks, Nevada.
- 15 32. Plaintiff Amy Ebeling is a resident and citizen of Greenland, New Hampshire.
- 16 33. Plaintiff Jim Harris is a resident and citizen of Medford, New Jersey.
- 17 34. Plaintiff Katherine Morales is a resident and citizen of Bloomfield, New Jersey.
- 18 35. Plaintiff Adjani Janvie Delgado Rivera is a resident and citizen of Union City, New
19 Jersey.
- 20 36. Plaintiff Fiana Burshteyn is a resident and citizen of New York, New York
- 21 37. Plaintiff Brett Allison Kushner is a resident and citizen of Plainview, New York.
- 22 38. Plaintiff Stephanie Wood is a resident and citizen of Brooklyn, New York.
- 23 39. Plaintiff Benjamin Wutz is a resident and citizen of Elma, New York.
- 24 40. Plaintiff Candace Reece Cooper is a resident and citizen of Mount Pleasant, North
25 Carolina.
- 26 41. Plaintiff Sheila Green is a resident and citizen of Hendersonville, North Carolina.
- 27 42. Plaintiff Laura Lym-Murphy is a resident and citizen of Wilmington, North Carolina.
- 28 43. Plaintiff Julie Metz is a resident and citizen of Monroe, Ohio.

44. Plaintiff Crystal Ashley Davis is a resident and citizen of Albany, Oregon.

45. Plaintiff Ernie Glaspey is a resident and citizen of Springfield, Oregon.

46. Plaintiff Conrad Markwalder is a resident and citizen of New Hope, Pennsylvania.

47. Plaintiff Reginald McDaniel is a resident and citizen of King of Prussia, Pennsylvania.

48. Plaintiff Michael Reaggs is a resident and citizen of Palmrya, Pennsylvania.

49. Plaintiff Derrick Weaver a resident and citizen of Oakdale, Pennsylvania.

50. Plaintiff Brian Abeyta is a resident and citizen of Leander, Texas.

51. Plaintiff Amy Gutierrez is a resident and citizen of Austin, Texas.

52. Plaintiff Adam Schiefer is a resident and citizen of Austin, Texas.

53. Plaintiff Don Andersen is a resident and citizen of Falls Church, Virginia.

54. Plaintiff Emma Goodacre is a resident and citizen of Manassas, Virginia.

55. Plaintiff Bob Kenna is a resident and citizen of Puyallup, Washington.

56. Plaintiff Theresa Gren is a resident and citizen of Tumwater, Washington.

57. Plaintiff Jennifer Lively is a resident and citizen of Lake Stevens, Washington.

58. Plaintiff Matthew McMillan is a resident and citizen of Osceola, Wisconsin.

59. Defendant is a Delaware corporation with its principal place of business located within the County of San Francisco at 199 Fremont Street, San Francisco, California 94105.

I declare under penalty of perjury under the laws of the State of California this 8th day of January, 2021, in Burbank, California that the foregoing is true and correct.

Tina Wolfson