

1 Abbas Kazerounian, Esq. (SBN: 249203)
2 ak@kazlg.com
3 Nicholas R. Barthel, Esq. (SBN: 319105)
4 nicholas@kazlg.com
5 **KAZEROUNI LAW GROUP, APC**
6 245 Fischer Avenue, Unit D1
7 Costa Mesa, CA 92626
8 Telephone: (800) 400-6808
9 Facsimile: (800) 520-5523

10 [Additional Counsel On Signature Page]

11 *Attorneys for Plaintiff*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 BRUCE BROUILLETTE,
15 Individually and on behalf of all
16 others similarly situated,

17 Plaintiff,

18 v.

19 Vivid Seats LLC,

20 Defendant.

Case No.: 8:20-cv-02133

**CLASS ACTION COMPLAINT FOR
PUBLIC INJUNCTIVE RELIEF, DAMAGES
AND RESTITUTION FOR VIOLATIONS
OF:**

- 21 **1. CONSUMER LEGAL REMEDIES ACT,
CAL. CIVIL CODE §§ 1750, ET SEQ.;**
- 22 **2. FALSE ADVERTISING LAW, CAL.
BUS. & PROF. §§ 17500, ET SEQ.;**
- 23 **3. UNFAIR COMPETITION LAW, CAL.
BUS. & PROF. §§ 17200, ET SEQ.;**
- 24 **4. NEGLIGENT MISREPRESENTATION;
AND**
- 25 **5. INTENTIONAL MISREPRESENTATION**

JURY TRIAL DEMANDED



INTRODUCTION

1
2 1. Plaintiff Bruce Brouillette (“Mr. Brouillette” or “Plaintiff”) brings this
3 Class Action Complaint for public injunctive relief to protect the consuming public
4 in California from the deceptive advertising and business practices of defendant,
5 Vivid Seats LLC (“Vivid Seats” or “Defendant”) with regard to Defendant’s false
6 and misleading promotion of its tickets as having a “100% Buyer Guarantee,” and to
7 obtain recompense for California consumers who purchased one or more event
8 tickets for events that were cancelled and for which a full refund was not provided
9 by Defendant.

10 2. Defendant falsely and misleadingly promotes its ticketing services as
11 having a “100% Buyer Guarantee”, meaning that “[i]f an event is canceled with no
12 rescheduled date, [consumers] are naturally entitled to a full refund of the purchase
13 price, including delivery charges.” However, when Plaintiff tried to invoke this
14 guarantee to receive refunds on events canceled due to COVID-19, Defendant
15 refused to provide Plaintiff with a full refund.

16 3. Consequently, several of Defendant’s advertised claims are false and
17 misleading.

18 4. Plaintiff makes these allegations as follows upon personal knowledge
19 as to Plaintiff’s own acts and experiences, and, as to all other matters, upon
20 information and belief, including investigation conducted by Plaintiff’s attorneys.

21 5. Defendant’s nationwide sale and advertising of deceptively misbranded
22 products constitutes violations of: (1) California’s Consumer Legal Remedies Act
23 (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (2) California’s False Advertising Law
24 (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*; (3) California’s Unfair Competition
25 Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*; (4) negligent misrepresentation;
26 and (5) intentional misrepresentation.

27 6. This conduct caused Plaintiff and others similarly situated damages and
28 requires restitution and injunctive relief to remedy and prevent further harm.



1 7. Unless otherwise indicated, the use of Defendant's name in this
2 Complaint includes all agents, employees, officers, members, directors, heirs,
3 successors, assigns, principals, trustees, sureties, subrogees, representatives and
4 insurers of the named Defendant.

5 **JURISDICTION AND VENUE**

6 8. This Court has jurisdiction over this action under 28 U.S.C. §1332(d),
7 because this is a proposed class action in which: (i) the matter in controversy exceeds
8 the sum or value of \$5,000,000, exclusive of interest and costs; (ii) members of the
9 proposed Class are citizens of a State different from Defendants; and (iii) the number
10 of Class Members is greater than 100.

11 9. Defendant has sufficient minimum contacts with California and has
12 otherwise intentionally availed itself of the markets in California through the
13 promotion, marketing, and sale of its products and services, sufficient to render the
14 exercise of jurisdiction by this Court permissible under traditional notions of fair
15 play and substantial justice.

16 10. Venue is proper in this District under 28 U.S.C. §1391(b)(2) and (3)
17 because: (i) a substantial part of the events or omissions giving rise to these claims
18 occurred in this District; (ii) Defendant is subject to the Court's personal jurisdiction
19 with respect to this action because Defendant conducts business in this judicial
20 district; and (iii) plaintiff Mr. Brouillette resides within this judicial district.

21 **PARTIES**

22 11. Mr. Brouillette is a natural person residing in the City of Huntington
23 Beach, State of California.

24 12. Upon information and belief, Defendant is a corporation that is
25 organized and exists under the laws of the State of Delaware, with its principal place
26 of business in Chicago, Illinois.

27

28

1 13. Defendant resells tickets to consumer events, such as concerts or
2 sporting events. Defendant conducts extensive business through internet sales
3 within the United States, including California.

4 **NATURE OF THE CASE**

5 14. Vivid Seats is a secondary ticket marketplace that connects ticket
6 sellers with ticket buyers.

7 15. Sellers can post tickets for sale on Vivid Seats' online platform, where
8 buyers can view and purchase tickets. In exchange, Vivid Seats charges the buyer
9 and seller a fee. For example, a seller is typically charged 10% of the total sale price.

10 16. Buyers are charged a service fee and delivery fee or electronic transfer
11 fee, which can be more than 25% of the total sales price for a single ticket.

12 17. In order for this business model to work, Vivid Seats requires a steady
13 influx of sellers so that there are always tickets for sale on the platform.

14 18. To incentivize ticket sellers to use Defendant's platform, Defendant
15 would quickly pay the ticket sellers, even if the event the ticket related to had not
16 yet occurred.

17 19. Until recently, Defendant's "Seller Terms and Conditions" stated that
18 "sellers typically receive payments issued to their registered Paypal accounts not
19 more than fourteen (14) business days after delivery to buyer, regardless of method
20 of delivery, unless otherwise agreed to by Vivid Seats. For events that are more than
21 100 days from the date of the sale, Sellers receive payment approximately 90 days
22 from the date of the event."

23 20. Defendant advertises on its website that every ticket purchase comes
24 with a 100% Buyer Guarantee, which was "designed to give you full peace-of-mind,
25 safety, and security."

26 21. Vivid Seats further claimed that "[i]f an event is canceled with no
27 rescheduled date, you are naturally entitled to a full refund of the purchase price,
28 including delivery charges. For events that are rescheduled, we will assist you with

1 any ticket reissuing concerns or help you sell your tickets if the new date is no longer
2 desirable to you.”

3 22. Defendant heavily advertises the “100% Buyer Guarantee” by
4 including it in commercials in large text and through Defendant’s constant reminder
5 on banners throughout its website that the consumer’s purchase comes with a “100%
6 Buyer Guarantee”.

7 23. Below are some banners that appear on Defendant’s website.

8 NOTE: Prices set by sellers,
9 may be over face-value. Seats
10 are together, unless noted.

11  100% BUYER GUARANTEE

12  100% BUYER GUARANTEE

- 13 • Valid tickets delivered in time for the event or
14 your money back
- 15 • Secure transactions backed by full service
16 customer care
- 17 • Full compensation for events that are canceled
18 and not rescheduled

19 [VIEW FULL DETAILS](#)

20
21 24. According to Defendant, Defendant’s 100% Buyer Guarantee entices
22 millions of consumers to choose Defendant over other similar services.¹

23 25. However, by ensuring that the sellers had cash available to continue
24 purchasing tickets to other events, Defendant gave up the capital that was needed to
25 provide its consumers with the “full refund” that Defendant had promised.

26 26. Defendant knew, or should have known, that it did not have enough
27 capital to provide its consumers with a full refund as it had advertised. In fact, this
28

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.