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

12 IN RE STUBHUB REFUND LITIGATION

Case No. 4:20-md-02951-HSG

13 **DEFENDANT STUBHUB, INC.'S NOTICE**
OF MOTION AND MOTION TO COMPEL
14 **ARBITRATION OR, IN THE**
ALTERNATIVE, STAY PROCEEDINGS,
15 **AND MEMORANDUM OF POINTS AND**
AUTHORITIES IN SUPPORT THEREOF

16 [Filed concurrently with Declaration of Todd
17 Northcutt and Exhibit thereto and [Proposed]
Order]

18 Judge: Hon. Haywood S. Gilliam, Jr.
19 Date: April 15, 2021
Time: 2:00 p.m.
20 Courtroom: 2
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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:


PLEASE TAKE NOTICE THAT on April 15, 2021, at 2:00 p.m., or as soon thereafter as the matter may be heard, before the Honorable Haywood S. Gilliam, Jr. of the United States District Court for the Northern District of California, in Courtroom 2, of the above-entitled Court, located at 1301 Clay Street, Oakland, California, Defendant StubHub, Inc. (“StubHub”) will and hereby does move the Court for an order compelling arbitration of all causes of action for relief asserted against Defendant by Plaintiffs in the Consolidated Class Action Complaint filed on or about January 8, 2021 (the “Complaint” or “CAC”) based on the valid and binding arbitration clause in the StubHub Marketplace Global User Agreement (“User Agreement” or “StubHub User Agreement”) that all Plaintiffs were on notice of and agreed to by using StubHub for the alleged ticket purchases at issue.

The Motion to Compel Arbitration (the “Motion”) should be granted pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, because—as Plaintiffs readily admit in their Complaint—transactions with StubHub are governed by the StubHub User Agreement. Indeed, the operative arbitration clause in the User Agreement has already—and recently—been upheld in the federal courts in the cases of *Ajzenman v. Office of the Commissioner of Baseball*, 2020 WL 6037140 (C.D. Cal. Sept. 14, 2020) and *Barnes v. StubHub, Inc.*, 2019 WL 11505575 (S.D. Fla. October 3, 2019) in materially identical circumstances. Plaintiffs were clearly notified of the User Agreement and assented to its terms when they created their StubHub accounts, signed into their StubHub accounts, used StubHub’s site and services, and/or purchased tickets through StubHub as a user or a guest. Because the User Agreement contains a binding class action waiver and arbitration provision governing the instant dispute, the claims alleged in the Complaint should be sent to arbitration on an individual basis and this lawsuit either dismissed or stayed. Punctuating the appropriateness of compelling arbitration is the fact that all Plaintiffs expressly sue to enforce the StubHub User Agreement and are therefore estopped from challenging the arbitration provision as unconscionable.

StubHub bases its Motion on this Notice, the accompanying Memorandum of Points and Authorities, all pleadings and papers filed in this action, the argument of counsel, and any other matters that may come before the Court.

1 Dated: February 12, 2021

Respectfully submitted,

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