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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MATTHEW AJZENMAN, SUSAN
TERRY-BAZER, on behalf of
themselves, and all others who are
similarly situated,

Plaintiffs,

v.

OFFICE OF THE COMMISSIONER OF
BASEBALL, an unincorporated

CASE NO. 2:20-cv-3643

**CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED**

**1. VIOLATIONS OF STATE
CONSUMER PROTECTION
STATUTES – COUNT 1:
CALIFORNIA’S CONSUMER
LEGAL REMEDIES ACT, Cal.
Civ. Code §1750 *et seq.*;**

1 association doing business as MAJOR
2 LEAGUE BASEBALL, ROBERT D.
3 MANFRED, JR.; AZPB Limited
4 Partnership; AZPB I, INC; ATLANTA
5 NATIONAL LEAGUE BASEBALL
6 CLUB INC.; ATLANTA NATIONAL
7 LEAGUE BASEBALL CLUB, LLC;
8 BALTIMORE ORIOLES LIMITED
9 PARTNERSHIP; BALTIMORE
10 ORIOLES INC; BALTIMORE
11 BASEBALL CLUB INC.; BOSTON
12 RED SOX BASEBALL CLUB
13 LIMITED PARTNERSHIP; FENWAY
14 SPORTS GROUP LLC; NEW
15 ENGLAND SPORTS VENTURES,
16 LLC; CHICAGO NATIONAL LEAGUE
17 BASEBALL CLUB, INC.; CHICAGO
18 WHITE SOX LTD.; CHISOX CORP.;
19 THE CINCINNATI REDS, LLC;
20 CLEVELAND INDIANS BASEBALL
21 COMPANY LP; COLORADO
22 BASEBALL PARTNERSHIP;
23 COLORADO ROCKIES BASEBALL
24 CLUB, LTD.; OLYMPIA
25 ENTERTAINMENT, INC.; DETROIT
26 TIGERS, INC.; CRANE CAPITAL
27 GROUP; HOUSTON ASTROS INC.;
28 HOUSTON ASTROS LLC; KANSAS
CITY ROYALS BASEBALL CORP.;
KANSAS CITY ROYALS BASEBALL
CLUB, INC.; ANGELS BASEBALL LP;
MORENO BASEBALL LP;
GUGGENHEIM BASEBALL
MANAGEMENT LLC; LOS ANGELES
DODGERS, INC.; MIAMI MARLINS
L.P.; MIAMI MARLINS, INC.;
MILWAUKEE BREWERS BASEBALL
CLUB, INC.; MILWAUKEE BREWERS
HOLDINGS LLC; MINNESOTA
TWINS, LLC; STERLING

2. VIOLATIONS OF STATE CONSUMER PROTECTION STATUTES – COUNTS 2 and 3: CALIFORNIA’S UNFAIR COMPETITION LAW, Bus. & Prof. Code § 17200 *et seq.*;
3. CIVIL CONSPIRACY; and
4. UNJUST ENRICHMENT

1 DOUBLEDAY ENTERPRISES LP;
2 METS PARTNERS INC.; NEW YORK
3 YANKEES PARTNERSHIP; YANKEE
4 GLOBAL ENTERPRISES LLC;
5 ATHLETICS INVESTMENT GROUP
6 LLC.; PHILLIES LP; PITTSBURGH
7 ASSOCIATES LP; PITTSBURGH
8 BASEBALL, INC.; PADRES, L.P.; SAN
9 FRANCISCO BASEBALL
10 ASSOCIATES L.P.; THE BASEBALL
11 CLUB OF SEATTLE LLLP;
12 BASEBALL OF SEATTLE INC.; ST.
13 LOUIS CARDINALS LLC; ST. LOUIS
14 NATIONAL BASEBALL CLUB INC.;
15 TAMPA BAY DEVIL RAYS LTD.;
16 RANGERS BASEBALL EXPRESS
17 LLC; ROGERS BLUE JAYS
18 BASEBALL PARTNERSHIP;
19 TORONTO BLUE JAYS BASEBALL
20 LTD; WASHINGTON NATIONALS
21 BASEBALL CLUB LLC;
22 TICKETMASTER LLC; LIVE NATION
23 WORLDWIDE, INC.; LIVE NATION
24 ENTERTAINMENT, INC.; STUBHUB,
25 INC.; and LAST MINUTE
26 TRANSACTIONS, INC.,
27
28

Defendants.

1 Plaintiffs MATTHEW AJZENMAN and SUSAN TERRY-BAZER (collectively,
2 “Plaintiffs”), by and through their counsel, bring this action on behalf of themselves and
3 all others similarly situated, against the following defendants: the Office of the
4 Commissioner of Baseball, an unincorporated association doing business as Major League
5 Baseball; Robert D. Manfred, Jr. (collectively, “MLB” or the “Major League Baseball
6 Defendants”); AZPB Limited Partnership and AZPB I, Inc.; Atlanta National League
7 Baseball Club, Inc.; Atlanta National League Baseball Club, LLC.; Baltimore Orioles
8 Limited Partnership; Baltimore Orioles Inc.; Baltimore Baseball Club Inc.; Boston Red
9 Sox Baseball Club Limited Partnership; Fenway Sports Group LLC; New England Sports
10 Ventures LLC; Chicago National League Baseball Club Inc.; Chicago White Sox Ltd.;
11 Chisox Corp.; The Cincinnati Reds, LLC; Cleveland Indians Baseball Co. LP; Colorado
12 Baseball Partnership; Colorado Rockies Baseball Club Ltd.; Olympia Entertainment, Inc.;
13 Detroit Tigers Inc.; Crane Capital Group, Houston Astros Inc.; Houston Astros LLC;
14 Kansas City Royals Baseball Corp.; Kansas City Royals Baseball Club, Inc.; Angels
15 Baseball LP; Moreno Baseball LP; Guggenheim Baseball Management, LLC; Los Angeles
16 Dodgers Inc.; Miami Marlins LP; Miami Marlins Inc.; Milwaukee Brewers Baseball Club,
17 Inc.; Milwaukee Brewers Holdings LLC; Minnesota Twins, LLC; Sterling Doubleday
18 Enterprises LP; Mets Partners Inc.; New York Yankees Partnership; Yankee Global
19 Enterprises LLC; Athletics Investment Group LLC; Phillies LP; Pittsburgh Associates LP;
20 Pittsburgh Baseball Inc.; Padres LP; San Francisco Baseball Associates LP; The Baseball
21 Club of Seattle LLLP; Baseball of Seattle Inc.; St. Louis Cardinals LLC; St. Louis National
22 Baseball Club Inc.; Tampa Bay Devil Rays Ltd.; Rangers Baseball Express LLC; Rogers
23 Blue Jays Baseball Partnership; Toronto Blue Jays Baseball Ltd.; and Washington
24 Nationals Baseball Club LLC, (collectively, “Team Defendants” or the “Teams”);
25 Ticketmaster, LLC; Live Nation Worldwide Inc., Live Nation Entertainment, Inc.;
26 StubHub, Inc.; and Last Minute Transactions, Inc. (collectively, “Ticket Merchant”
27
28

1 Defendants).¹

2 As a result of the conduct alleged herein, Plaintiffs bring this action pursuant to
 3 California's Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*, California's
 4 Consumer Legal Remedies Act, Cal. Civ. Code §1750, *et seq.*, civil conspiracy, and for
 5 unjust enrichment under the common law. This action seeks a public injunction and other
 6 equitable relief, including full restitution, an accounting of all MLB tickets sold for the
 7 2020 season (including season tickets, single game purchases, and public seat licenses), a
 8 declaratory judgment that Defendants' conduct of continuing to sell tickets for the 2020
 9 MLB regular season violates California law, as well as a disgorgement of profits from
 10 tickets sold during the 2020 MLB season.

11 I. INTRODUCTION

12 More than \$1 billion in consumer capital is tied up in tickets to games that
 13 are stuck in limbo because of the pandemic, according to conservative
 14 estimates. It affects ticket holders of all stripes and trickles downstream to
 15 the secondary markets, such as StubHub, which faces its own financial
 reckoning if games are canceled.

16 --*Brent Schrottenboer, USA Today*²

17 We strongly encourage each company to fully refund all consumers
 18 affected by canceled or postponed events. Many Americans are currently
 19 facing economic hardship due to COVID-19 Full refunds, including
 20 all ancillary fees, should be issued so fans can spend or save their money
 as they need during this time of national crisis.

21 --*Frank Pallone, House Energy and Commerce Committee Chairman*³

22
 23 ¹ MLB or Major League Baseball Defendants, Team Defendants or Teams and Ticket
 24 Merchants are collectively, "Defendants."

25 ² Brent Schrottenboer, *Need a refund on those tickets to NBA, NHL or baseball games?*
 26 *Hold that thought*, USA TODAY (Mar. 25, 2020),
 27 <https://www.usatoday.com/story/sports/2020/03/25/coronavirus-update-nba-nhl-mlb-hold-ticket-refunds-limbo/2908586001/>.

28 ³ Bill Shaikin, *The Dodgers and Angels aren't playing. Shouldn't game tickets be*

1 1. This is a consumer class action against Major League Baseball, the Teams that
2 comprise MLB, and MLB Ticket Merchants, that refuse to refund money to MLB’s fans
3 who purchased tickets for the 2020 MLB season. Baseball fans have been held in limbo as
4 a result of an MLB directive not to issue refunds⁴ – despite near impossibility to play a
5 standard 162-game season with spectators – in an unprecedented time of economic
6 hardship as a result of the Novel Coronavirus Disease (“COVID-19”). Over the course of
7 history, few moments have been as challenging as the COVID-19 public health and
8 economic crisis, and Defendants have chosen to shift their losses to loyal fans, furthering
9 their financial hardship. During this unprecedented time, over ten thousand Americans
10 have died and approximately 22 million Americans have filed initial unemployment claims
11 over the last few weeks – soaring numbers unlike anything this country has seen in modern
12 times.⁵ Aside from the emotional and physical toll this crisis is causing, the utter
13 devastation of the American economy during the first quarter of the 2020 fiscal year has
14 driven Americans into dire economic straits.

15 2. While many businesses across this country have acted lawfully and ethically
16 by providing consumers with refunds for events that will never occur during this pandemic,
17 sometimes at the risk of bankruptcy, it remains notable that America’s pastime – baseball
18 – is refusing to do right by its fans. As stadiums remain empty for the foreseeable future,⁶

19 *refunded?* LOS ANGELES TIMES (Apr. 10, 2010),
20 <https://www.latimes.com/sports/dodgers/story/2020-04-10/mlb-coronavirus-dodgers-angels-ticket-refunds>.

21 ⁴ Al Yellon, *Let’s talk about ticket refunds for unpaid games*, BLEED CUBBIE BLUE: FOR
22 CHICAGO CUBS FANS (Apr. 13, 2020),
23 <https://www.bleedcubbielblue.com/2020/4/13/21218507/ticket-refunds-unplayed-games-mlb-cubs-2020>.

24 ⁵ April Long, *U.S. now has 22 million unemployed, wiping out a decade of job gains*, THE
25 WASHINGTON POST (Apr. 16, 2020),
26 <https://www.washingtonpost.com/business/2020/04/16/unemployment-claims-coronavirus/>.

27 ⁶ *Dr. Anthony Fauci promotes fan-free return for sports*, ESPN NEWS SERVICE (Apr. 15,
28 2020), https://www.espn.com/espn/story/_/id/29038491/dr-anthony-fauci-promotes-

1 baseball fans are stuck with expensive and unusable tickets for unplayable games in the
2 midst of this economic crisis. Under the pretext of “postponing” games, at the directive of
3 MLB, Teams and Ticket Merchants are refusing to issue refunds for games which are not
4 going to be played as scheduled – if ever; and, should any games be played this year, it is
5 almost certain that they will be played without spectators. Almost a month after Opening
6 Day was canceled, Defendants have failed to proffer any plan.

7 3. Until the Defendants remediate the damage they have caused to Plaintiffs and
8 Class members,⁷ fans continue to absorb the loss on ticket sales that Defendants, in concert
9 with one another, have caused. Defendants should immediately refund baseball ticket
10 purchases, including all ancillary fees, to each Plaintiff and Class member for the COVID-
11 19 affected season.

12 **II. JURISDICTION AND VENUE**

13 4. This Court has subject matter jurisdiction pursuant to the Class Action
14 Fairness Act, 28 U.S.C. § 1332(d)(2). The amount-in-controversy, exclusive of costs and
15 interests, exceeds the sum of \$5,000,000.00, in the aggregate as there are well over 100
16 members of the Classes that are known to exist, and this is a class action in which the
17 Plaintiffs are from a different State than the Defendant. Namely, Plaintiffs are New York
18 residents while one of the Defendants, Ticketmaster, is headquartered in this District, and
19 is a California citizen.

20 5. The Court has personal jurisdiction because, among other reasons, Defendant
21 Ticketmaster and Live Nation are located in Los Angeles, California. Further, Defendants
22 Ticketmaster, Angels Baseball LP, Moreno Baseball LP, Guggenheim Baseball
23 Management, and the Los Angeles Dodgers, Inc., all have their principal place of business
24 in California, specifically in this District.

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single-site-fan-free-return-sports.

28 ⁷ See *infra* Section V: Class Action Allegations.

1 11. The game, which was to be played at Yankee Stadium in the Bronx, New
2 York, has been “postponed” according to an MLB directive, and Ticketmaster has not
3 issued refunds, causing Plaintiff financial injury.

4 **B. Defendants**

5 **The Major League Baseball Defendants**

6 12. Defendant Office of the Commissioner of Baseball, also doing business as
7 Major League Baseball, is an unincorporated association comprised of 30 team members,⁸
8 the “Team Defendants.” MLB has unified operation and common control over the Teams,
9 as well as agent corporations which all do business as MLB. MLB’s principal place of
10 business is located in New York, New York. Defendant Office of the Commissioner of
11 Baseball acted and continues to act on its own behalf and jointly with Defendants as to the
12 unlawful conduct alleged herein.

13 13. Defendant Robert D. Manfred Jr. is the current Commissioner of Baseball
14 (“Commissioner Manfred”) for MLB. Commissioner Manfred was elected to this position
15 on August 14, 2014 by the Team owners. Defendant Commissioner Manfred acted and
16 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
17 alleged herein.

18 14. The Commissioner and his office are tasked with carrying out discipline and
19 decisions in the “best interest of the national game of Baseball.”⁹ The Commissioner and
20 his office are financed by the Teams,¹⁰ and the Commissioner works on an “Executive
21 Council” in coordination with eight (8) Teams of his choosing in order “*to cooperate,*
22 *advise and confer with the Commissioner and other offices, agencies, and individuals in*
23 *an effort to promote and protect the interests of the [Teams] and to perpetuate Baseball as*
24

25
26
27 ⁸ See Major League Constitution (“M.L.C.”) (adopted Mar. 1921), Art. II, § 1.

28 ⁹ See *id.* Art. II, § 2(b).

¹⁰ *Id.* Art. II, § 7.

1 *the national game of America, and to surround Baseball with such safeguards as may*
 2 *warrant absolute public confidence in its integrity, operations, and methods.”¹¹*

3 **The Team Defendants**

4 15. Each season, through the coordination of the Office of the Commissioner,
 5 each of the Team Defendants agree to play other Team Defendants to comprise a schedule
 6 of approximately 162 games. MLB’s Constitution refers to each regular season as a
 7 “championship season.”¹² Pursuant to Major League Baseball’s Constitution, a majority
 8 vote of the Teams is required in order to take “[a]ny action related to scheduling for the
 9 **championship season.**”¹³ Thus, in a crisis like the COVID-19 pandemic, it would require
 10 a majority vote of the Teams to make a decision about whether games would be
 11 rescheduled or canceled. At a minimum, no one game can be rescheduled without the
 12 coordination of at least two Teams.

13 16. The following Defendant Teams each employed similar conduct with respect
 14 to the refusal to issue refunds for games during the 2020 MLB regular season.

15 17. *Defendant Arizona Diamondbacks.* MLB Team, AZPB Limited Partnership
 16 and AZPB I, Inc. acted and continues to act on its own behalf and jointly with Defendants
 17 as to the unlawful conduct alleged herein. The Team is principally located in Arizona.

18 18. *Defendant Atlanta Braves.* MLB Team, the Atlanta National League Baseball
 19 Club, LLC., acted and continues to act on its own behalf and jointly with Defendants as to
 20 the unlawful conduct alleged herein. The Team is principally located in Georgia.

21 19. *Defendant Baltimore Orioles.* MLB Team, Baltimore Orioles Limited
 22 Partnership, Baltimore Orioles Inc., and Baltimore Orioles Baseball Club Inc., acted and
 23 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
 24 alleged herein. The Team is principally located in Maryland.

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 26 _____
 27 ¹¹ *Id.* Art. I, § 1; Art. III, § 2(a) (emphasis added).

28 ¹² *Id.* Art. V, § 2(a)(2); Art. IX.

¹³ *Id.* Art. V, § 2(a)(2) (emphasis added).

1 20. *Defendant Boston Red Sox.* MLB Team, Boston Red Sox Baseball Club
2 Limited Partnership, New England Sports Ventures, LLC, and Fenway Sports Group LLC,
3 acted and continues to act on its own behalf and jointly with Defendants as to the unlawful
4 conduct alleged herein. The Team is principally located in Massachusetts.

5 21. *Defendant Chicago Cubs.* MLB Team, the Chicago National League Baseball
6 Club, Inc., acted and continues to act on its own behalf and jointly with Defendants as to
7 the unlawful conduct alleged herein. The Team is principally located in Illinois.

8 22. *Defendant Chicago White Sox.* MLB Team, Chicago White Sox, Ltd. and
9 Chisox Corp., acted and continues to act on its own behalf and jointly with Defendants as
10 to the unlawful conduct alleged herein. The Team is principally located in Illinois.

11 23. *Defendant Cincinnati Reds.* MLB Team, The Cincinnati Reds LLC, acted and
12 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
13 alleged herein. The Team is principally located in Ohio.

14 24. *Defendant Cleveland Indians.* MLB Team, Cleveland Indians Baseball
15 Company, LP. acted and continues to act on its own behalf and jointly with Defendants as
16 to the unlawful conduct alleged herein. The Team is principally located in Ohio.

17 25. *Defendant Colorado Rockies.* MLB Team, Colorado Baseball Partnership and
18 Colorado Rockies Baseball Club Ltd., acted and continues to act on its own behalf and
19 jointly with Defendants as to the unlawful conduct alleged herein. The Team is principally
20 located in Colorado.

21 26. *Defendant Detroit Tigers.* MLB Team, Olympia Entertainment Inc. and
22 Detroit Tigers Inc., acted and continues to act on its own behalf and jointly with Defendants
23 as to the unlawful conduct alleged herein. The Team is principally located in Michigan.

24 27. *Defendant Houston Astros.* MLB Team, Crane Capital Group, Houston Astros
25 Inc., and Houston Astros LLC, acted and continues to act on its own behalf and jointly with
26 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
27 Texas.

1 28. *Defendant Kansas City Royals.* MLB Team, Kansas City Royals Baseball
2 Club, Inc., acted and continues to act on its own behalf and jointly with Defendants as to
3 the unlawful conduct alleged herein. The Team is principally located in Missouri.

4 29. *Defendant Los Angeles Angels.* MLB Team, Angels Baseball LP and Moreno
5 Baseball LP, acted and continues to act on its own behalf and jointly with Defendants as to
6 the unlawful conduct alleged herein. The Team is principally located in California.

7 30. *Defendant Los Angeles Dodgers.* MLB Team, Guggenheim Baseball
8 Management, LLC and Los Angeles Dodgers, Inc., acted and continues to act on its own
9 behalf and jointly with Defendants as to the unlawful conduct alleged herein. The Team is
10 principally located in California.

11 31. *Defendant Miami Marlins.* MLB Team, Miami Marlins LP, and Miami
12 Marlins Inc., acted and continues to act on its own behalf and jointly with Defendants as
13 to the unlawful conduct alleged herein. The Team is principally located in Florida.

14 32. *Defendant Milwaukee Brewers.* MLB Team, Milwaukee Brewers Baseball
15 Club and Milwaukee Brewers Holdings LLC, acted and continues to act on its own behalf
16 and jointly with Defendants as to the unlawful conduct alleged herein. The Team is
17 principally located in Wisconsin.

18 33. *Defendant Minnesota Twins.* MLB Team, Minnesota Twins, LLC acted and
19 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
20 alleged herein. The Team is principally located in Minnesota.

21 34. *Defendant New York Mets.* MLB Team, Sterling Doubleday Enterprises LP
22 and Mets Partners Inc., acted and continues to act on its own behalf and jointly with
23 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
24 New York.

25 35. *Defendant New York Yankees.* MLB Team, New York Yankees Partnership
26 and Yankee Global Enterprises LLC, acted and continues to act on its own behalf and
27

1 jointly with Defendants as to the unlawful conduct alleged herein. The Team is principally
2 located in New York.

3 36. *Defendant Oakland Athletics.* MLB Team, Athletics Investment Group LLC,
4 acted and continues to act on its own behalf and jointly with Defendants as to the unlawful
5 conduct alleged herein. The Team is principally located in California.

6 37. *Defendant Philadelphia Phillies.* MLB Team, the Phillies LP, acted and
7 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
8 alleged herein. The Team is principally located in Pennsylvania.

9 38. *Defendant Pittsburgh Pirates.* MLB Team, Pittsburgh Associates LP and
10 Pittsburgh Baseball Inc., acted and continues to act on its own behalf and jointly with
11 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
12 Pennsylvania.

13 39. *Defendant San Diego Padres.* MLB Team, the Padres Group, Padres LP, and
14 the Padres Inc., acted and continues to act on its own behalf and jointly with Defendants
15 as to the unlawful conduct alleged herein. The Team is principally located in California.

16 40. *Defendant San Francisco Giants.* MLB Team, San Francisco Baseball
17 Associates LP and SF Giants Baseball Club, acted and continues to act on its own behalf
18 and jointly with Defendants as to the unlawful conduct alleged herein. The Team is
19 principally located in California.

20 41. *Defendant Seattle Mariners.* MLB Team, The Baseball Club of Seattle LLLP
21 and Baseball of Seattle Inc., acted and continues to act on its own behalf and jointly with
22 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
23 the state of Washington.

24 42. *Defendant St. Louis Cardinals.* MLB Team, St. Louis Cardinals LLC and St.
25 Louis National Baseball Club Inc., acted and continues to act on its own behalf and jointly
26 with Defendants as to the unlawful conduct alleged herein. The Team is principally located
27 in Missouri.

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1 43. *Defendant Tampa Bay Rays*. MLB Team, Tampa Bay Rays Ltd., acted and
2 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
3 alleged herein. The Team is principally located in Florida.

4 44. *Defendant Texas Rangers*. MLB Team, Rangers Baseball Express LLC and
5 Texas Rangers Baseball Club, acted and continues to act on its own behalf and jointly with
6 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
7 Texas.

8 45. *Defendant Toronto Blue Jays*. MLB Team, Rogers Blue Jays Baseball
9 Partnership and Toronto Blue Jays Baseball Ltd., acted and continues to act on its own
10 behalf and jointly with Defendants as to the unlawful conduct alleged herein. The Team is
11 principally located in Canada.

12 46. *Defendant Washington Nationals*. MLB Team, Washington Nationals
13 Baseball Club LLC, acted and continues to act on its own behalf and jointly with
14 Defendants as to the unlawful conduct alleged herein. The Team is principally located in
15 Washington, D.C.

16 **The Ticket Merchant Defendants**

17 47. Defendant Ticketmaster LLC (“Ticketmaster”) is a Virginia corporation with
18 its principal place of business located in Los Angeles, California. This organization is an
19 authorized reseller of MLB tickets. Defendant Ticketmaster acted and continues to act on
20 its own behalf and jointly with Defendants as to the unlawful conduct alleged herein.

21 48. Defendant Live Nation Entertainment, Inc. (“Live Nation Entertainment”) is
22 a Delaware corporation with its principal place of business located in New York, New
23 York, and is the parent company of Ticketmaster. Defendant Live Nation Entertainment
24 acted and continues to act on its own behalf and jointly with Defendants as to the unlawful
25 conduct alleged herein.

26 49. Defendant Live Nation Worldwide, Inc. (“Live Nation Worldwide”) is a
27 Delaware corporation with its principal place of business located in New York, New York
28

1 and is the parent company of Ticketmaster. Defendant Live Nation Worldwide acted and
2 continues to act on its own behalf and jointly with Defendants as to the unlawful conduct
3 alleged herein.

4 50. Defendant StubHub, Inc. (“StubHub”) is a Delaware corporation with its
5 principal place of business located in San Francisco, California. Defendant StubHub acted
6 and continues to act on its own behalf and jointly with Defendants as to the unlawful
7 conduct alleged herein.

8 51. On November 16, 2017, StubHub and MLB announced they reached a five-
9 year renewal for StubHub to continue to serve as the Official Fan-to-Fan Ticket
10 Marketplace of MLB.com and the 30 Teams. MLB’s website has a page devoted to
11 StubHub and states in part, “StubHub is the largest ticket marketplace in the world, based
12 on sales, and the Official Fan to Fan Ticket Marketplace of MLB.com.”¹⁴

13 52. Defendant Last Minute Transactions, Inc. (“Last Minute Transactions”) is a
14 Delaware corporation and a subsidiary and/or affiliate of StubHub, Inc., with its principal
15 place of business located in San Francisco, California. Last Minute Transactions, Inc. is a
16 party to StubHub’s contractual agreement with its customers. Defendant Last Minute
17 Transactions acted and continues to act on its own behalf and jointly with Defendants as to
18 the unlawful conduct alleged herein.

19 **IV. FACTUAL ALLEGATIONS**

20 **A. MLB’s Season is Brought to a Standstill by the COVID-19 Pandemic**

21 53. MLB’s Teams were set to begin their regular season with Opening Day on
22 March 26, 2020. The season was to run from March 26, 2020 through the first week of
23 October (depending on the playoff schedule); this includes 81 games at the respective home
24 stadium of each Team.

25
26
27 ¹⁴ StubHub: The Official Fan-to-Fan Ticket Marketplace of MLB.com,
28 <https://www.mlb.com/tickets/stubhub> (last visited Apr. 19, 2020).

1 54. However, on March 12, 2020, Commissioner Manfred cancelled the
2 remainder of the preparatory portion prior to the regular season (Spring Training), and
3 postponed the start of the baseball season by two weeks due to COVID-19.¹⁵ In its online
4 statement posted to mlb.com, MLB failed to address restitution for the millions of fans who
5 purchased tickets to see their favorite teams play. MLB’s statement, in pertinent part, reads:

6 Major League Baseball has cancelled the remainder of its Spring Training
7 games, also announcing that the start of the 2020 regular season will be
8 delayed by at least two weeks due to the national emergency created by the
9 coronavirus pandemic.

10 The decision was announced following a call with all 30 Clubs and after
11 consultation with the Major League Baseball Players Association. Opening
12 Day was originally scheduled for Thursday, March 26.

13 MLB said the action “is being taken in the interests of the safety and well-
14 being of our players, Clubs and our millions of loyal fans.”

15

16 MLB and its Clubs have been preparing a variety of contingency plans
17 regarding the 2020 regular-season schedule. The league plans to announce
18 the effects on the schedule at an appropriate time, though MLB has said “it
19 will remain flexible as events warrant, with the hope of resuming normal
20 operations as soon as possible.”

21 “Nothing is more important to us than the health and safety of our players,
22 employees and fans,” the league said in its announcement. “MLB will
23 continue to undertake the precautions and best practices recommended by
24 public health experts. We send our best wishes to all individuals and
25 communities that have been impacted by coronavirus.”

26

27 “This is an unprecedented time, and this is certainly an unprecedented
28 decision that was made in the best interest of players, fans, and
communities across the country,” [Miami] Marlins [Chief Executive
Officer] Derek Jeter said in a statement.

¹⁵ Mark Feinsand, *Opening Day delayed, Spring games canceled*, MLB NEWS (Mar. 12, 2020), <https://www.mlb.com/news/mlb-2020-season-delayed>.

1 MLB has been actively considering numerous contingency plans that would
 2 allow play to commence once the public health situation has improved to the
 3 point that it is safe to do so. While we have discussed the idea of staging games
 4 at one location as one potential option, we have not settled on that option or
 5 developed a detailed plan. While we continue to interact regularly with
 6 governmental and public health officials, we have not sought or received
 7 approval of any plan from federal, state and local officials, or the Players
 8 Association.

9 b. *Atlanta Braves 2020 Season Updates*²⁰

10 The Atlanta Braves page on MLB’s website states: “There is no official
 11 start date for the regular season at this time. *The Braves will continue to work with MLB*
 12 *to evaluate ongoing events.* We will provide additional information and updates as they
 13 become available.”

14 c. *Baltimore Orioles 2020 Season Updates*²¹

15 The Baltimore Orioles page on MLB’s website states: “There is no official
 16 start date for the season at this time. What we do know is that the start of the season will
 17 be delayed at least six weeks. Opening Day had been scheduled for Thursday, March 26.
 18 MLB will continue to evaluate ongoing events leading up to the start of the season.
 19 Guidance related to daily operations and workouts will continue to be relayed to all 30
 20 clubs as the information becomes available.”

21 d. *Boston Red Sox 2020 Season Updates*²²

22 The Boston Red Sox page on MLB’s website states: “At this time, the start of the
 23 2020 regular season has been delayed by at least eight weeks. **No games have been**
 24 **cancelled.** We are working with the league and will announce the effects on the schedule

25 ²⁰ MLB.COM, *Atlanta Braves 2020 Season Updates – Frequently Asked Questions*,
 26 <https://www.mlb.com/braves/fans/updates>, (last visited Apr. 19, 2020) (emphasis added).

27 ²¹ MLB.COM, *Baltimore Orioles 2020 Season Updates – Frequently Asked Questions*,
 28 <https://www.mlb.com/orioles/team/update#ticketing-policies> (last visited Apr. 19, 2020).

²² MLB.COM, *Boston Red Sox 2020 Season Updates– Frequently Asked Questions*,
<https://www.mlb.com/redsox/fans/2020-updates> (last visited Apr. 19, 2020) (emphasis in original).

1 at the appropriate time When updated information becomes available with respect to
2 the postponed games, we will notify ticket buyers directly.”

3 e. **Chicago Cubs 2020 Season Updates**²³

4 The Chicago Cubs page on MLB’s website states:

5 The health and safety of our fans, players and associates is the top priority of
6 the Chicago Cubs and Major League Baseball (MLB). The Cubs believe
7 MLB’s decision is in the best interests of the safety and well-being of the
8 public and the game of baseball. We hope to play baseball at Wrigley Field as
9 soon as possible **and will continue to work in close coordination with MLB**

.....

.....

10
11 Given the uncertainty, we are planning for various timelines and operating
12 scenarios. **We are continuing to work in close coordination with MLB** and
13 will communicate scheduling decisions and resulting ticketing policies as they
14 are authorized by MLB. Once we receive more definitive information, please
15 know we will act quickly and with the best interest of our associates, players
16 and fans top of mind.

15 f. **Chicago White Sox 2020 Season Updates**

16 The Chicago White Sox page on MLB’s website states: “**The organization is**
17 **working diligently with MLB** to address the many aspects of this continually evolving
18 situation. As updated official information from MLB becomes available, the White Sox
19 will communicate to fans through a variety of channels, including White Sox Twitter
20 (@WhiteSox) and on the White Sox website (whitesox.com)”²⁴ “MLB is developing
21 several contingency plans for the 2020 regular season schedule. **No games have been**
22 **canceled.**”²⁵

23 ²³ MLB.COM, *Chicago Cubs 2020 Season Updates Frequently Asked Questions*, (last
24 updated Mar. 12, 2020), <https://www.mlb.com/cubs/team/statement> (last visited Apr. 19,
25 2020) (emphasis in original).

26 ²⁴ MLB.COM, *Chicago White Sox 2020 Season Updates* (last updated Mar. 19, 2020),
27 [https://www.mlb.com/whitesox/fans/season-update?affiliateId=cws-seasonupdate-panel-](https://www.mlb.com/whitesox/fans/season-update?affiliateId=cws-seasonupdate-panel-031920)
28 [031920](https://www.mlb.com/whitesox/fans/season-update?affiliateId=cws-seasonupdate-panel-031920) (last visited Apr. 19, 2020) (emphasis added).

²⁵ MLB.COM, *Chicago White Sox 2020 Season Updates – Frequently Asked Questions*,

1 g. *Cincinnati Reds 2020 Season Updates*²⁶

2 The Cincinnati Reds page on MLB’s website states: “Following the
3 announcements from the State of Ohio and Major League Baseball related to the
4 Coronavirus Disease 2019 (COVID-19), the Reds are preparing a variety of contingency
5 plans regarding the 2020 regular season schedule. . . . At this time, no refunds will be
6 issued.”

7 h. *Cleveland Indians 2020 Season Updates*²⁷

8 The Cleveland Indians page on MLB’s website states:

9 **When will Opening Day be?**

10 At this time we do not have any further details regarding the start of our
11 season. All I can tell you is that we will be delaying Opening Day by at least
12 eight weeks. MLB will continue to reassess the COVID-19 situation in the
13 United States on a regular basis. As we receive more information we will let
14 you know.

15 **Can I get a refund for the tickets that I purchased?**

16 We appreciate and understand your concerns; however, at present, there are
17 no plans to cancel any regular season games. Though we won’t be starting the
18 season on schedule, at this time MLB intends for all scheduled games to be
19 played. *We will continue to monitor the situation along with Major League
20 Baseball* and appreciate your patience and understanding. As soon as we learn
21 a game is cancelled and not rescheduled by MLB, we will offer fan-friendly
22 value options to either exchange cancelled games or receive a refund.

23 **Opening Day has already been cancelled why won’t you give me my
24 money back?**

25 <https://www.mlb.com/whitesox/fans/season-update?affiliateId=cws-seasonupdate-panel-031920> (last visited Apr. 19, 2020) (emphasis in original).

26 ²⁶ MLB.COM, *Cincinnati Reds Tickets*, <https://www.mlb.com/reds/tickets> (last visited Apr. 19, 2020).

27 ²⁷ MLB.COM, *Cleveland Indians 2020 Season Updates – Frequently Asked Questions* (last updated March 17, 2020), <https://www.mlb.com/indians/team/update> (last visited Apr. 19, 2020) (emphasis added).

1 At this point there have been no announcements regarding the adjusted
2 schedule for the regular season schedule. Once we receive more information
3 we will let you know what the specific plans are regarding any potential
4 missed or rescheduled games.

5 i. **Colorado Rockies 2020 Season Updates**²⁸

6 The Colorado Rockies page on MLB's website states: "With the start of the 2020
7 regular season being delayed, the Colorado Rockies and Major League Baseball are
8 working on a variety of contingency plans with the hope of resuming normal operations as
9 soon as possible. At this time, fans should retain their game tickets and await further
10 direction as details are being finalized. Fans are encouraged to check back here for
11 information related to schedule updates of the 2020 regular season."

12 j. **Detroit Tigers 2020 Season Updates**

13 The Detroit Tigers page on MLB's website states: "***We are diligently working with***
14 ***Major League Baseball*** on new plans for the upcoming 2020 season."²⁹ "Regular Season:
15 Major League Baseball is committed to playing as many games as possible in the 2020
16 season With MLB's announcement, Single Game Tickets purchased directly through
17 the Detroit Tigers will be eligible for exchange for a future 2020 Regular Season Tigers
18 Home Game."³⁰

19
20
21
22 ²⁸ MLB.COM, *Colorado Rockies 2020 Season Updates – Frequently Asked Questions*
23 (last updated April 8, 2020), <https://www.mlb.com/rockies/fans/update> (last visited Apr.
24 19, 2020) (emphasis added).

25 ²⁹ MLB.COM, *Detroit Tigers 2020 Season Updates – Message from the Detroit Tigers*
26 (Mar. 12, 2020 update), <https://www.mlb.com/tigers/fans/update#faq> (last visited Apr.
27 19, 2020) (emphasis added).

28 ³⁰ MLB.COM, *Detroit Tigers 2020 Season Updates – Detroit Tigers COVID-19 Ticketing*
Policy (Mar. 23, 2020 update), <https://www.mlb.com/tigers/fans/update> (last visited Apr.
19, 2020).

1 k. *Houston Astros 2020 Season Updates*³¹

2 The Houston Astros page on MLB’s website states: “We will keep fans
3 updated on decisions regarding plans for the 2020 schedule in the days and weeks ahead.
4 We remain committed to playing as many games as possible when the season begins. We
5 will continue to monitor ongoing events and undertake the precautions and best practices
6 recommended by public health experts, and urge all baseball fans to follow suit.”

7 l. *Kansas City Royals 2020 Season Updates*³²

8 The Kansas City Royals page on MLB’s website states: “As an organization we
9 continue to monitor the developments related to COVID-19, and *remain in constant*
10 *contact with Major League Baseball*, following their lead as things seem to change on
11 almost a daily basis We will remain in close communication with the Office of the
12 Commissioner Due to MLB’s decision to postpone the season due to COVID-19, there
13 is no official start date for the regular season at this time. What we do know is that the start
14 of the season will be delayed. *The Royals will continue to work with MLB to evaluate*
15 *ongoing events* leading up to the new start of the season.”

16 m. *Los Angeles Angels 2020 Season Updates*³³

17 The Los Angeles Angels page on MLB’s website states: “Major League
18 Baseball has delayed the start of the 2020 season due to the coronavirus. Updates to come.”

19 n. *Los Angeles Dodgers 2020 Season Updates*³⁴

20 The Los Angeles Dodgers page on MLB’s website states, “There is no official start
21 date for the regular season at this time. *The Dodgers will continue to work with MLB to*
22

23 ³¹ MLB.COM, *Houston Astros 2020 Season Updates*, <https://www.mlb.com/astros/tickets>
(last visited Apr. 19, 2020).

24 ³² MLB.COM, *Kansas City Royals 2020 Season Updates* (Mar. 16, 2020) and *Frequently*
25 *Asked Questions*, <https://www.mlb.com/royals/fans/update> (last visited Apr. 19, 2020)
(emphasis added).

26 ³³ MLB.COM, *Los Angeles Angels 2020 Season Updates – Tickets*,
27 <https://www.mlb.com/angels/tickets> (last visited Apr. 19, 2020).

28 ³⁴ MLB.COM, *Los Angeles Dodgers 2020 Season Updates – Frequently Asked Questions*,

1 *evaluate ongoing events.* We will provide additional information and updates as they
2 become available.”

3 o. *Miami Marlins 2020 Season Updates*³⁵

4 The Miami Marlins page on MLB’s website states: “The situation with
5 COVID-19 continues to evolve very rapidly. The Marlins are monitoring this situation
6 closely *and remain in close contact with MLB*, government officials, medical
7 professionals, and other relevant parties to make sure that we are apprised of the latest
8 developments regarding this virus. At this time, we are not sure the extent to which this
9 season will be impacted by this decision. The Marlins will make additional announcements,
10 including those regarding ticket information, as details become available.”

11
12 p. *Milwaukee Brewers 2020 Season Updates*³⁶

13 The Milwaukee Brewers page on MLB’s website states:

14 **When will the 2020 season start?**

15 We do not know when the season will begin, nor do we know what the
16 schedule will look like. This will be determined by Major League Baseball in
17 consultation with public health and policy experts.

18 **How will the schedule be adjusted for the 2020 season?**

19 MLB is developing several contingency plans for the 2020 season and there
20 are no details available at this time. Continue to stay tuned to Brewers.com as
21 more details become available. **Currently, no games have been officially
22 canceled.**

23 _____
24 (updated as of Mar. 16, 2020), <https://www.mlb.com/dodgers/fans/updates> (last visited
25 Apr. 19, 2020) (emphasis added).

26 ³⁵ MLB.COM, *Miami Marlins 2020 Season Updates – Frequently Asked Questions*,
27 <https://www.mlb.com/marlins/fans/update> (last visited Apr. 19, 2020) (emphasis added).

28 ³⁶ MLB.COM, *Milwaukee Brewers 2020 Season Updates – Frequently Asked Questions*
(last updated Apr. 10, 2020), [https://www.mlb.com/brewers/fans/2020-
update?affiliateId=mil-2020updates-panel-031320](https://www.mlb.com/brewers/fans/2020-update?affiliateId=mil-2020updates-panel-031320) (last visited Apr. 19, 2020) (emphasis
in original).

1 q. **Minnesota Twins 2020 Season Updates**³⁷

2 The Minnesota Twins page on MLB’s website states:

3 *[W]e continue to work in collaboration with Major League Baseball on*
4 *contingency plans related to the 2020 schedule, with the hope and goal to play*
5 *as many games as possible when baseball resumes.*

6 *The Twins and Major League Baseball are actively working on ticket*
7 *policies for the games affected by this delay, and will continue to*
8 *communicate information as available. The club also continues to work in*
9 *close collaboration with MLB, the Minnesota Department of Health and*
10 *national public health officials to monitor this evolving situation.*

11

12 Due to Major League Baseball’s decision to delay the season due to COVID-
13 19, there is no official start date for the regular season at this time. The Twins
14 will continue to work with MLB to evaluate ongoing events leading up to any
15 potential new start date for the 2020 season.

16 r. **New York Mets 2020 Season Updates**³⁸

17 The New York Mets page on MLB’s website states: “While there is no official
18 start date for the regular season at this time, we will continue to work with MLB to evaluate
19 ongoing events and will provide additional information as it becomes available.”

20 s. **New York Yankees 2020 Season Updates**³⁹

21 The New York Yankees page on MLB’s website states:

22 When will the 2020 regular season start?

23 ³⁷MLB.COM, *Minnesota Twins 2020 Season Updates* (last updated Mar. 24, 2020),
24 <https://www.mlb.com/twins/tickets> (last visited Apr. 19, 2020) (emphasis added).

25 ³⁸ MLB.COM, *New York Mets 2020 Season Updates – Frequently Asked Questions* (last
26 updated Mar. 17, 2020), <https://www.mlb.com/mets/team/updates> (last visited Apr. 19,
27 2020).

28 ³⁹ MLB.COM, *New York Yankees 2020 Season Updates – Frequently Asked Questions*
(last updated Apr. 1, 2020), [https://www.mlb.com/yankees/fans/update?affiliateId=DC-
9420994-138306462524-124654474-1342144114](https://www.mlb.com/yankees/fans/update?affiliateId=DC-9420994-138306462524-124654474-1342144114) (last visited Apr. 19, 2020) (emphasis
in original).

1 The start of the 2020 regular season will be determined by Major League
2 Baseball and will be dependent on the lifting of National/State/City
3 Emergency Declarations that will permit games to be played in Yankee
4 Stadium.

5 There is no official start date for the regular season at this time. The Yankees
6 will continue to work with MLB to evaluate ongoing events. We will provide
7 additional information and updates as they become available.

8 How will the schedule be adjusted for the 2020 season?

9 MLB and the Clubs have been preparing a variety of contingency plans
10 regarding the 2020 regular season schedule. **No games have been**
11 **canceled.** MLB will announce the effects on the schedule at an appropriate
12 time, with the hope of resuming normal operations as soon as possible.

13 t. **Oakland Athletics 2020 Season Updates**⁴⁰

14 The Oakland Athletics page on MLB's website states: "***In coordination with***
15 ***MLB***, the A's will provide more information about our plans, including our ticket policy
16 for impacted games, as soon as it is available. We are committed to playing as many games
17 as possible. When updated official information becomes available, the A's will
18 communicate it to fans through a variety of channels, including Twitter (@athletics) and
19 on athletics.com/update."

20 u. **Philadelphia Phillies 2020 Season Updates**⁴¹

21 The Philadelphia Phillies page on MLB's website states: "of the 2020 regular
22 season will be pushed back in accordance with that guidance. There is no official start date
23 for the regular season at this time. ***The Phillies will continue to work with MLB*** to evaluate
24 ongoing events. We will provide additional information and updates as they become
25 available."

26 ⁴⁰ MLB.COM, *Oakland Athletics 2020 Season Updates – Frequently Asked Questions*,
27 <https://www.mlb.com/athletics/team/fan-update> (last visited Apr. 19, 2020) (emphasis
28 added).

⁴¹ MLB.COM, *Philadelphia Phillies 2020 Season Updates - Phillies FAQs* (last updated
Apr. 2, 2020), <https://www.mlb.com/phillies/schedule/update> (last visited Apr. 19, 2020)
(emphasis added).

1 v. **Pittsburgh Pirates 2020 Season Updates**⁴²

2 The Pittsburgh Pirates page on MLB’s website states: “There is no official start date
3 for the regular season at this time. ***The Pirates will continue to work with MLB*** to evaluate
4 ongoing events MLB and the Clubs have been preparing a variety of contingency
5 plans regarding the 2020 regular season schedule. MLB will announce the effects on the
6 schedule at an appropriate time”

7 w. **San Diego Padres 2020 Season Updates**⁴³

8 The San Diego Padres page on MLB’s website states: “There is no official
9 start date for the regular season at this time. ***The Padres will continue to work with MLB***
10 ***to evaluate ongoing events.*** We will provide additional information and updates as they
11 become available.”

12 x. **San Francisco Giants 2020 Season Updates**⁴⁴

13 The San Francisco Giants page on MLB’s website states: “Major League Baseball
14 has postponed the start of the 2020 regular season. All Giants games to be played at Oracle
15 Park April 3- May 10 have been postponed with that guidance ***We are continuing to***
16 ***work closely with Major League Baseball*** and our local health and government officials
17 to monitor the situation, and we will provide updates as information becomes available.

18 y. **Seattle Mariners 2020 Season Updates**⁴⁵

19 The Seattle Mariners page on MLB’s website states: “All Mariners games
20

21 ⁴² MLB.COM, *Pittsburgh Pirates 2020 Season Updates – Frequently Asked Questions*,
22 <https://www.mlb.com/pirates/fans/2020-updates> (last visited Apr. 19, 2020) (emphasis
added).

23 ⁴³ MLB.COM, *San Diego Padres 2020 Season Updates – Frequently Asked Questions*,
24 <https://www.mlb.com/padres/fans/update> (last visited Apr. 19, 2020) (emphasis added).

25 ⁴⁴ MLB.COM, *San Francisco Giants 2020 Season Updates – Ticketing FAQs*,
26 <https://www.mlb.com/giants/fans/resource-center/ticketing> (last visited Apr. 19, 2020)
(emphasis added).

27 ⁴⁵ MLB.COM, *Seattle Mariners 2020 Season Updates – Frequently Asked Questions*,
28 <https://www.mlb.com/mariners/fans/resource-center/faq> (last visited Apr. 19, 2020)
(emphasis added).

1 scheduled to be played at T-Mobile Park through May 3 have been postponed. *We will*
2 *continue to work with MLB on plans regarding the 2020 regular season schedule* and
3 will announce the effects on the schedule as they become finalized.”

4 z. *St. Louis Cardinals 2020 Season Updates*

5 The St. Louis Cardinals page on MLB’s website states: “While the start of the
6 2020 regular season has been delayed for at least two weeks, **no games have been**
7 **cancelled.**”⁴⁶

8 “Ticketing Questions: We are working through our approach to handling
9 ticket issues, and we will communicate details to fans soon. We appreciate your patience
10 and understanding in the meantime.”⁴⁷

11 aa. *Texas Rangers 2020 Season Updates*⁴⁸

12 The Texas Rangers page on MLB’s website states: “Neither the start date or
13 length of the 2020 season has been determined at this time. The Texas Rangers will keep
14 you and all our fans up-to-date on the latest news from MLB at *texasrangers.com*.”

15 bb. *Toronto Blue Jays 2020 Season Update*⁴⁹

16 The Toronto Blue Jays page on MLB’s website states: “For the health and safety
17 of *Blue Jays* fans, staff, and players, the club is in full support of Major League Baseball’s
18 decision to . . . delay the start of the 2020 regular season.”

19
20
21 _____
22 ⁴⁶ MLB.COM, *St. Louis Cardinals 2020 Season Updates – Ticketing*,
23 <https://www.mlb.com/cardinals/fans/update> (last visited Apr. 19, 2020) (emphasis in
24 original).

25 ⁴⁷ MLB.COM, *St. Louis Cardinals 2020 Season Updates – Mar. 18, 2020 Letter to*
26 *Cardinal Fans from Bill DeWitt III*, <https://www.mlb.com/cardinals/fans/update> (last
27 visited Apr. 19, 2020).

28 ⁴⁸ MLB.COM, *Texas Rangers 2020 Season Updates – Frequently Asked Questions*,
<https://www.mlb.com/rangers/fans/update> (last visited Apr. 19, 2020).

⁴⁹ MLB.COM, *Toronto Blue Jays 2020 Season Updates* (last updated Mar. 16, 2020),
<https://www.mlb.com/bluejays/team/statement> (last visited Apr. 19, 2020).

1 **B. Defendants Agree Not to Refund Tickets to Ticket Purchasers**

2 57. No refunds have been issued to ticketholders. As alluded to in the Teams’
3 2020 updates,⁵⁰ this is because MLB has yet to formally cancel any of the games during
4 the MLB 2020 season because it has merely “postponed” them. Thus, the Teams and the
5 Ticket Merchants are not issuing refunds until MLB and Commissioner Manfred, in
6 discussion with the Teams, formally decide to cancel the season.

7 58. In concert with MLB and Commissioner Manfred, the Teams and the Ticket
8 Merchants have agreed and complied with MLB’s directive, and have not issued any
9 refunds during this crisis despite the fact it is virtually impossible that a season can be
10 played because (i) certain dates for games have already passed; (ii) government and health
11 officials have indicated that games are not going to be played, and if so, likely without
12 spectators; and, (iii) despite the fact that MLB itself has given indications that games will
13 not be rescheduled as usual.

14 59. As of the date of the filing of this complaint, dozens of games have already
15 been missed by each respective Team, as Teams play on almost a daily basis during the
16 regular season. Now that these games have not gone forward, it will be nearly impossible
17 to replicate the experience for fans who had tickets for these games. This is also true for
18 the fans who have tickets for any of the remaining games during the 2020 MLB season.

19 60. The Defendants continue to retain enormous profits from tickets sold for the
20 2020 MLB season at the expense of fans’ financial hardship. According to recent reporting,
21 and with respect to tickets across the sports spectrum, “[m]ore than \$1 billion in consumer
22 capital is tied up in tickets to games that are stuck in limbo because of the pandemic,
23 according to conservative estimates. It affects ticket holders of all stripes and trickles
24 downstream to the secondary market ... which faces its own financial reckoning if games
25 are canceled.”⁵¹

26
27 ⁵⁰ See *supra* ¶¶ 55-56.

28 ⁵¹ See *supra* n.2.

1 61. On April 15, 2020, the Executive Director of MLB’s Player’s Union, Tony
2 Clark, expressed skepticism about the 2020 MLB regular season being played at all. Clark
3 stated to USA Today, “Everything centers around two things, the amount of testing
4 available and a vaccine. And how it can be mitigated in the public arena as much as the
5 professional arena.”⁵²

6 62. Also on April 15, 2020, government officials indicated that the games likely
7 will not be played in stadiums with spectators. Dr. Anthony Fauci, the health care policy
8 expert advising President Trump on the U.S.’s response to COVID-19, stated that he
9 believes the only way professional sports will occur during the Summer of 2020 is if no
10 fans are in attendance.⁵³ As Dr. Fauci stated with respect to spectators: “**Nobody comes to**
11 **the stadium.**”⁵⁴

12 63. Dr. Fauci’s concerns about fans attending games came approximately a week
13 after Seton Hall University conducted a poll about how safe Americans would feel “if
14 sporting events resumed without a vaccine for the coronavirus. Just 13% of Americans said
15 they would feel comfortable attending games the way they had in the past.”⁵⁵

16 64. A recent *Wall Street Journal* article reported on baseball games proceeding
17 without spectators:

18
19
20 ⁵² Bob Nightengale, *Opinion: Union chief Tony Clark still optimistic MLB will play game*
21 *in some way*, USA TODAY (Apr. 15, 2020),
22 [https://www.usatoday.com/story/sports/mlb/https://www.usatoday.com/story/sports/mlb/
columnist/bob-nightengale/2020/04/15/baseball-players-union-chief-tony-clark-hopeful-
games-2020/5141102002/](https://www.usatoday.com/story/sports/mlb/https://www.usatoday.com/story/sports/mlb/columnist/bob-nightengale/2020/04/15/baseball-players-union-chief-tony-clark-hopeful-games-2020/5141102002/).

23 ⁵³ *Dr. Anthony Fauci promotes fan-free return for sports*, ESPN NEWS SERVICE (Apr. 15,
24 2020), [https://www.espn.com/espn/story/_/id/29038491/dr-anthony-fauci-promotes-
single-site-fan-free-return-sports](https://www.espn.com/espn/story/_/id/29038491/dr-anthony-fauci-promotes-single-site-fan-free-return-sports). See also Dayn Perry, *MLB’s plan to have 30 teams in*
25 *Arizona might be most viable path to 2020, report says*, CBS SPORTS (Apr. 13, 2020),
26 [https://www.cbssports.com/mlb/news/mlbs-plan-to-have-30-teams-in-arizona-might-be-
most-viable-path-to-2020-season-report-says/](https://www.cbssports.com/mlb/news/mlbs-plan-to-have-30-teams-in-arizona-might-be-most-viable-path-to-2020-season-report-says/).

27 ⁵⁴ *Id.* (emphasis added).

28 ⁵⁵ *Id.*

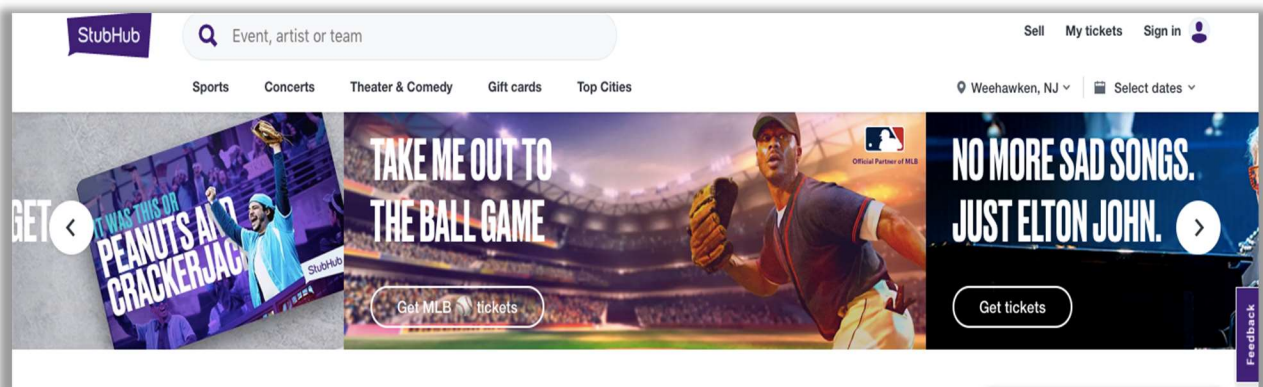
1 Just a few weeks ago, spectatorless sports were considered to be a worst-case
2 scenario. Now, they're the aspiration—and Dr. Fauci is among those rooting
3 for them.

4 “People say, ‘Well, you can’t play without spectators,’” Dr. Fauci said. “Well,
5 I think you probably get enough buy-in from people who are dying to see a
6 baseball game, particularly me. I’m living in Washington. We have the world-
7 champion Washington Nationals. I want to see them play again.”⁵⁶

8 65. MLB itself has indicated that the games will not be played as scheduled in
9 their home stadiums with fans. MLB and MLB Players Association leadership recently
10 “embraced” a potential plan that “would dictate that all 30 teams play games at stadiums
11 with no fans in the Phoenix area.”⁵⁷

12 **C. Conduct of Ticket Merchants with Respect to the COVID-19 Crisis**

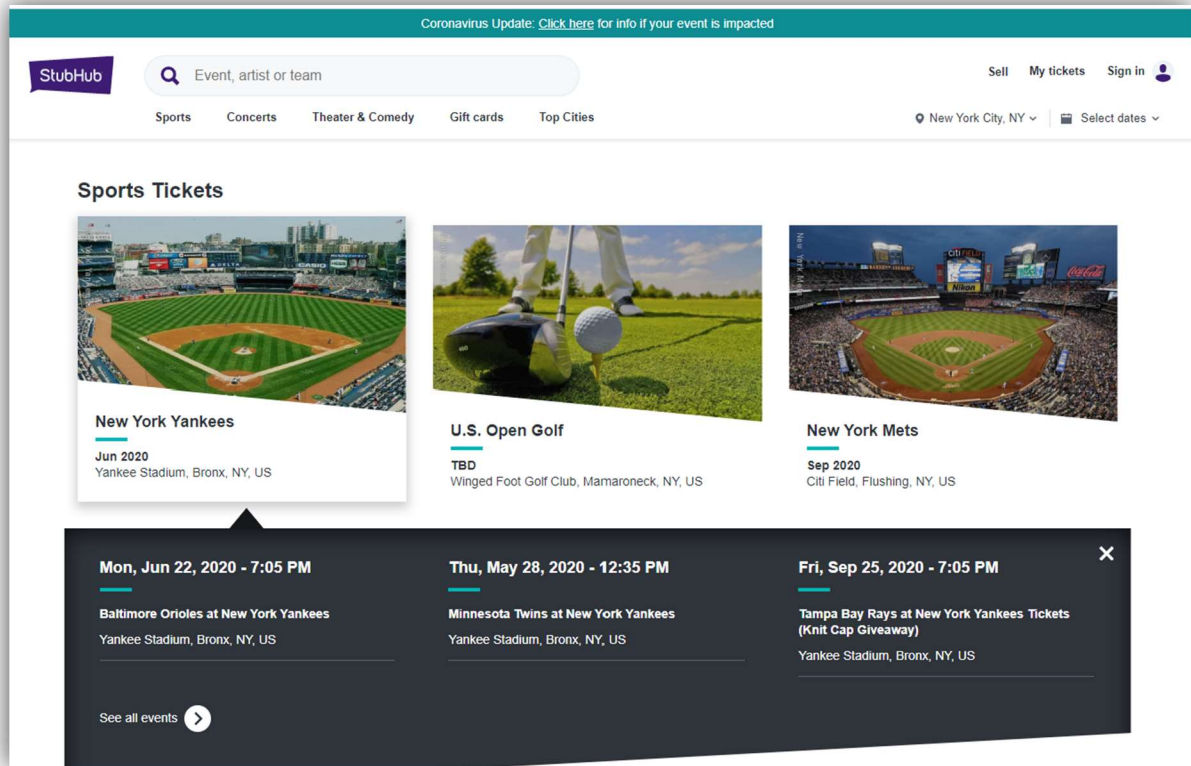
13 66. Not only are the Teams and Ticket Merchants refusing to issue refunds for
14 games that were set to be played during the 2020 MLB regular season, they are also
15 encouraging new ticket purchases from fans seeking to buy tickets for games whose
16 calendar dates have not yet passed this season. The conduct of the Ticket Merchants during



23 ⁵⁶ Jared Diamond and Lindsay Radnofsky, *Baseball Without Fans Sounded Crazy. It Just*
24 *Might Work*, THE WALL STREET JOURNAL (Apr. 19, 2020),
25 [https://www.wsj.com/articles/baseball-without-fans-sounded-crazy-it-might-just-work-](https://www.wsj.com/articles/baseball-without-fans-sounded-crazy-it-might-just-work-11587297600?mod=searchresults&page=1&pos=4)
26 [11587297600?mod=searchresults&page=1&pos=4](https://www.wsj.com/articles/baseball-without-fans-sounded-crazy-it-might-just-work-11587297600?mod=searchresults&page=1&pos=4)

27 ⁵⁷ Jeff Passan, *Sources: MLB, union focused on plan that could allow season to start as*
28 *early as May in Arizona*, ESPN (Apr. 7, 2020),
[https://www.espn.com/mlb/story/_/id/29004498/mlb-union-focused-plan-allow-season-](https://www.espn.com/mlb/story/_/id/29004498/mlb-union-focused-plan-allow-season-start-early-arizona)
[start-early-arizona.](https://www.espn.com/mlb/story/_/id/29004498/mlb-union-focused-plan-allow-season-start-early-arizona)

1 the COVID-19 crisis suggests they have no intention of offering refunds to purchasers of
 2 tickets for the 2020 MLB regular season. In fact, StubHub is still advertising 2020 MLB
 3 regular season ticket sales as a main attraction on its website as of April 19, 2020.⁵⁸



18 67. Moreover, StubHub changed its refund policy in mid-March, 2020, with no
 19 notice to consumers. Whereas in the past, an event cancellation prompted a full refund from
 20 StubHub, with thousands of events now canceled because of the pandemic, StubHub claims
 21 it cannot afford the business practice and instead offers a 120% site credit once an event
 22 has been officially canceled.⁵⁹

23 68. StubHub President, Sukhinder Singh Cassidy was interviewed by Axiom.com
 24 on its position:

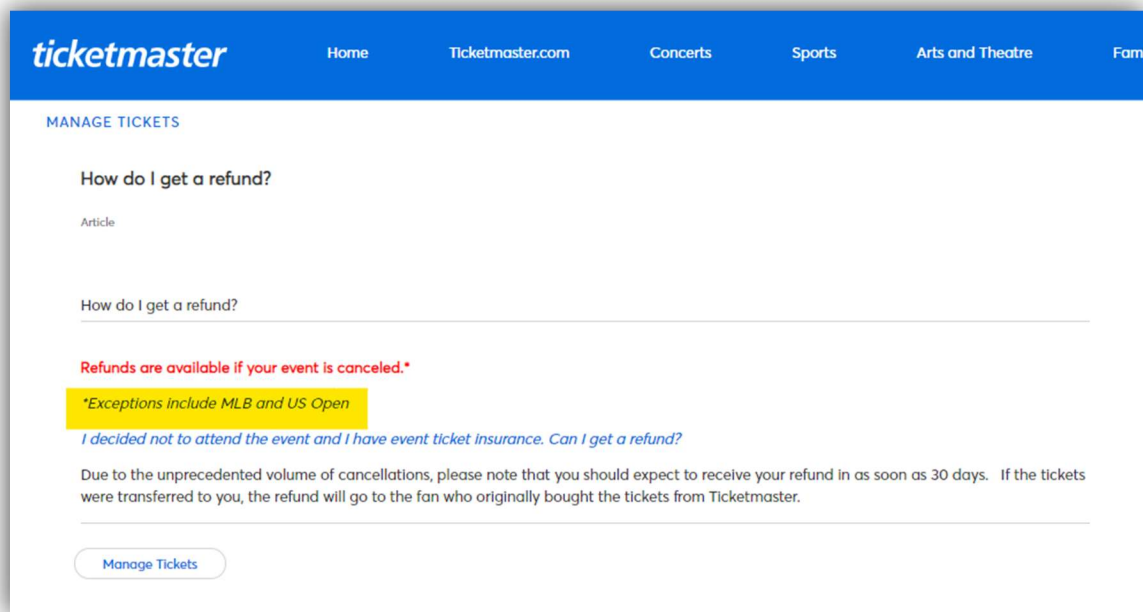
25 _____
 26 ⁵⁸ STUBHUB, <https://www.stubhub.com/> (last visited Apr. 18, 2020).

27 ⁵⁹ The conduct of StubHub, with respect to its changed refund policy in light of COVID-
 28 19, is the subject of litigation pending in the Western District of Wisconsin. *See Matthew*
McMillan v. StubHub, Inc., et. al, No. 3:20-cv-00319 (W.D. Wis.) (filed Apr. 2, 2020).

1 In normal times, we would take the risk of giving refunds to buyers
 2 before recouping the same refund from the seller. At regular volume,
 3 we can afford to take that risk. But these are unprecedented times. I
 4 understand that by going first, our policy change may have come as a
 5 surprise to people. But remember, we're not the original sellers of the
 6 tickets or the holders of the inventory. So there's just no way for us to
 take that timing risk on behalf of sellers, at scale, all at the same time.⁶⁰

7 Thus, StubHub is still attempting to profit off of the very season where it not only refuses
 8 to refund tickets, but claims it cannot afford to do so.

9 69. Defendant Ticketmaster's website currently states that it refuses to refund
 10 MLB games even if they are canceled.⁶¹



21
 22 70. On April 16, 2020, U.S. Representatives, Katie Porter (D-CA) and Bill
 23 Pascrell, Jr. (D-NJ), wrote a scathing letter to Live Nation and Ticketmaster:

24
 25 ⁶⁰ Kendall Baker, *Why StubHub halted refunds*, AXIOS - Sports (Apr. 1, 2020),
 26 <https://www.axios.com/why-stubhub-halted-refunds-4ee32449-fe27-414c-96af-c901635e018e.html>.

27 ⁶¹ TICKETMASTER, https://help.ticketmaster.com/s/article/How-do-I-get-a-refund?language=en_US (last visited Apr. 19, 2020).

1 We write to you today incredulous at Ticketmaster’s announced policy to
2 refuse refunds to all requesting fans for ticketed events postponed by the
3 ongoing COVID-19 pandemic. With Americans weathering the brutal and
4 continuing impacts of this global crisis, your decision to confiscate their
5 money is reprehensible and should be reversed immediately.

6

7 Many of these suffering Americans are your customers. Their burden in the
8 coming months is heavy. But instead of helping them lift that burden, your
9 company has decided to make it heavier

10

11 In effect, your company is holding hostage money that could constitute a rent
12 check, electric bill, or groceries to feed children.⁶²

13 71. On April 17, 2020, *The New York Times* reported that Live Nation
14 Entertainment, Ticketmaster’s owner, issued a statement that it would offer refunds and
15 coupons for canceled and postponed shows, would be changing its policy with respect to
16 issuing refunds for other events – like concerts.⁶³ **However, Live Nation failed to address
17 refunds to ticketholders who purchased 2020 MLB regular season tickets through
18 Ticketmaster.** With respect to other sporting events, Billboard reported that sources at
19 Ticketmaster informed them that it cannot refund National Basketball Association or

20 ⁶² BILL PASCRELL, [https://pascrell.house.gov/news/
21 documentsingle.aspx?DocumentID=4260](https://pascrell.house.gov/news/documentsingle.aspx?DocumentID=4260) (last visited Apr. 19, 2020). Also on April 16,
22 *The New York Times* reported that State Senator James Skoufis, Chairman of the Senate
23 Investigations and Government Operations Committee, urged the New York Attorney
24 General to open a formal investigation into Ticketmaster’s “recent change of policy
25 regarding refunds on concerts that have been postponed as a result of the crisis” – “I ask
26 the Attorney General to intervene in any means necessary, including a criminal inquiry,
27 and strongly urge these corporations to reconsider their newly adopted policies and
28 refund consumers who are struggling to survive.” Ben Sisario and Graham Bowley, *New
29 York Lawmaker Asks for Probe Into Ticketing Refund Policies*, THE NEW YORK TIMES
(Apr. 16, 2020), [https://www.nytimes.com/2020/04/16/arts/music/aeg-presents-
30 ticketmaster-refunds.html](https://www.nytimes.com/2020/04/16/arts/music/aeg-presents-ticketmaster-refunds.html).

⁶³ Ben Sisario, *Under Fire, Live Nation Outlines New Ticket Refund Plan*, THE NEW
31 YORK TIMES (Apr. 17, 2020), [https://www.nytimes.com/2020/04/17/arts/music/live-
32 nation-refunds-virus.html](https://www.nytimes.com/2020/04/17/arts/music/live-nation-refunds-virus.html).

1 National Hockey League game tickets without a directive from those respective leagues
2 and teams.⁶⁴

3 72. The Plaintiffs were harmed by MLB's, MLB Ticket Merchants' and Team
4 Defendants' coordination and cooperation as to a pretext of "postponed" games in order to
5 avoid refunds to Plaintiffs and the Class members, and each of these Defendants are
6 responsible for the harm to Plaintiffs and the Class because these Defendants were part of
7 a conspiracy to violate California consumer and other laws, and avoid refunding monies
8 paid by the Class Members.

9 73. This agreement, cooperation and coordination by all Defendants to avoid
10 refunding money to Class Members caused, and continues to cause, Plaintiffs and the Class
11 members harm. Each of the Defendants is responsible, as each was aware that other
12 Defendants have not refunded any money to the Plaintiffs and the Class Members for MLB
13 2020 ticket purchases; and that Defendants agreed with each other (explicitly or tacitly),
14 and intended that the monies paid (including all ancillary costs) by Class members for MLB
15 2020 tickets not be refunded (in part or in full) in violation of California consumer and
16 other laws.

17 74. All of the actions of Defendants set forth above, incorporated herein, were in
18 violation of the rights of Plaintiffs and the Class and committed in furtherance of the
19 aforementioned conspiracy and agreements. Moreover, each of the aforementioned
20 Defendants lent aid and encouragement and knowingly ratified and adopted the acts of the
21 other. As a proximate result of the wrongful acts herein alleged, Plaintiffs and the Class
22 have suffered, and continue to suffer, significant harm.

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24
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26 ⁶⁴ Dave Brooks, *Ticketmaster Preparing Refund Plan for Thousands of Postponed Shows*,
27 BILLBOARD (Apr. 17, 2020),
28 [https://www.billboard.com/articles/business/touring/9360740/
ticketmaster-preparing-refund-plan-for-thousands-of-postponed-shows](https://www.billboard.com/articles/business/touring/9360740/ticketmaster-preparing-refund-plan-for-thousands-of-postponed-shows).

- 1 b. Whether the Defendants violated California’s Unfair Competition Law
2 with respect to their treatment of refunding tickets for the 2020 MLB
3 regular season to the Plaintiffs and the members of the Classes;
- 4 c. Whether the Defendants violated California’s Consumer Legal
5 Remedies Act with respect to their treatment of refunding tickets for
6 the 2020 MLB regular season to the Plaintiffs and the members of the
7 Classes;
- 8 d. Whether the Defendants were unjustly enriched by retaining profits
9 from ticket sales for the 2020 MLB regular season;
- 10 e. Whether certification of either or both of the proposed Classes is
11 appropriate under F.R.C.P. Rule 23;
- 12 f. Whether Class members are entitled to declaratory, equitable, or
13 injunctive relief, and/or other relief (including a public injunction under
14 the violations of California state law);
- 15 g. Whether a public injunction includes restitution for the Class members;
16 and
- 17 h. The amount and nature of relief to be awarded to the Plaintiffs and Class
18 members.

19 80. **Typicality – F.R.C.P. Rule 23(a)(3).** Plaintiffs’ claims are typical of the other
20 Class members’ claims because the Plaintiffs, like the other Class members, paid for MLB
21 tickets to games during the 2020 MLB regular season. Regardless of the amount of tickets
22 that were purchased, or from which Defendants the tickets were purchased, Plaintiffs and
23 the Class members were all harmed because they bought said tickets and have not been
24 refunded by Defendants during this unprecedented health and economic crisis – and games
25 in the 2020 MLB season will almost certainly be canceled or will not be attended by
26 spectators. Plaintiffs and Class members suffered economic injury – namely, the loss of
27 ticket payments -- as a direct and proximate result of Defendants’ failure to reimburse them.
28

1 Plaintiffs' claims arise from the same practices and course of conduct that give rise to the
2 other Class members' claims.

3 81. **Adequacy of Representation – F.R.C.P. Rule 23(a)(4).** Plaintiffs are
4 adequate Class representatives because their interests do not conflict with the interests of
5 the other Class members whom they seek to represent, Plaintiffs have retained counsel
6 competent and experienced in complex class action litigation, and Plaintiffs intend to
7 prosecute this action vigorously. Class members' interests will be fairly and adequately
8 protected by Plaintiffs and their counsel.

9 82. **Superiority of Adjudication as a Class Action – F.R.C.P. Rule 23(b)(3).**
10 Because of the aforementioned allegations, and in an effort to preserve judicial economy,
11 this case will be best maintained as a Class Action, which is superior to other methods of
12 individual adjudication of these claims.

13 83. **Certification of Specific Issues – F.R.C.P. Rule 23(c)(4).** To the extent that
14 a Class does not meet the requirements of F.R.C.P. Rules 23(b)(2) or (b)(3), Plaintiff seeks
15 certification of issues that will drive this litigation toward resolution.

16 84. **Declaratory and Injunctive Relief – F.R.C.P. Rule 23(b)(2).** The
17 Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and
18 the other Class members, thereby making appropriate final injunctive relief and declaratory
19 relief, as described below, with respect to the Class members as a whole.

20 85. Plaintiffs are unaware of any difficulties that are likely to be encountered in
21 the management of this action that would preclude its maintenance as a class action.

22
23 **VII. CLAIMS FOR RELIEF**

24 **FIRST CLAIM FOR RELIEF**

25 **Violations of California's Consumer Legal Remedies Act Against All Defendants**
26 **Cal. Civ. Code § 1750, *et seq.***

27 86. Plaintiffs repeat and re-allege the allegations in the Paragraphs above, as if
28 fully alleged herein.

1 87. Defendants' conduct constitutes violations under California's Legal
2 Remedies Act, Cal. Civ. Code § 1750, *et seq.* (the "CLRA").

3 88. Defendants' conduct falls within the meaning of this statute because they
4 caused transactions resulting in the sale or lease of goods or services to consumers –
5 namely, the sale of seat licenses to MLB games (a.k.a. tickets). MLB tickets are considered
6 goods within the meaning of the statute under Civil Code § 1761(a) and the Defendants'
7 sale of tickets is considered a service under Civil Code § 1761(b).

8 89. Plaintiffs and members of the proposed Classes are consumers pursuant to this
9 statute.

10 90. Defendants violated the Consumer Legal Remedies Act by way of the
11 following provisions:

- 12 • In violation of Civil Code § 1770(a)(5), the Defendants represented (and
13 continue to represent) that their goods have characteristics which they do not
14 have – mainly that they provide access to 2020 MLB regular season games;
15 and
- 16 • In violation of Civil Code § 1770(a)(14), the Defendants represented (and
17 continue to represent) that a transaction involves rights, remedies, and/or
18 obligations which they did not have.

19 91. Defendants are aware that their representations that the 2020 MLB regular
20 season will be played is false and misleading.

21 92. This claim is for equitable relief only and does not assert money damages.
22 Plaintiffs reserve the right to amend the complaint in the future to plead money damages if
23 the Defendants do not appropriately remedy their CLRA violations.

24 93. Plaintiffs request that the Court issue sufficient equitable relief to restore Class
25 members to the position they would have been had the Defendants not engaged in unlawful
26 business practices; injunctive relief as necessary; a public injunction including (i) providing
27 full restitution to the Plaintiff and the Class members including a full refund of the ticket
28

1 price and all ancillary costs; (ii) enjoinder of Defendants from committing future
2 violations of California’s Unfair Competition Law; (iii) requiring Defendants to provide
3 an accounting of all monies obtained for 2020 MLB regular season tickets; (iv) requiring
4 defendants to give individualized notice to all consumers who purchased 2020 MLB
5 regular season tickets of their rights with respect to the Defendants’ violations of California
6 law; (v) requiring Defendants to provide individualized notice to each consumer of the
7 procedures available for enforcing their rights; (vi) a prohibition on the Defendants’ future
8 denials of refunds for 2020 MLB regular season tickets; and (vii) full restitution to the
9 Plaintiffs and the Class members.

10 **SECOND CLAIM FOR RELIEF**

11 **Violations of the Unfair Competition Law Against All Defendants**
12 **Cal. Bus. & Prof. Code § 17200, *et seq.***

13 94. Plaintiffs repeat and re-allege the allegations in the Paragraphs above, as if
14 fully alleged herein.

15 95. Defendants’ conduct constitutes unfair business acts or practices under
16 California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

17 96. Defendants’ business practices are considered to be “unfair” because they
18 violate California’s Unfair Competition Law, which states that unfair acts are acts where
19 the reasons, justifications and motivations of the Defendant(s) are outweighed by the harm
20 to the Plaintiff(s).

21 97. A business practice is also considered to be “unfair” if the conduct alleged is
22 immoral, unethical, oppressive, or substantially injurious to consumers; as well as if the
23 conduct alleged causes an injury which is not outweighed by any benefits to other
24 consumers or to competition, and that the injury is of the type that the consumer could not
25 have avoided. Defendants’ conduct is “unfair” pursuant to the UCL under each of the three
26 tests described in these paragraphs.

27 98. Defendants’ behavior constitutes unfair business practices under California
28 law.

1 99. Defendants' retention of Plaintiffs' and Class members' ticket payments and
2 failure to refund same for MLB games which are not being played, and will likely be
3 canceled or not involve spectators, does not outweigh the economic harm that said retention
4 imposes on consumers. The only parties who benefit are Defendants. Defendants' failure
5 to refund consumers their payments for games not being play during a historic, world-wide
6 health and economic crisis – is immoral, unethical, oppressive, and substantially injures
7 consumers.

8 100. The Plaintiffs and the Class members had no way of knowing that the
9 Defendants had no intention of refunding them in the event that a public health and
10 economic crisis were to occur. And, as the Defendants continue to unfairly retain the
11 payments of consumers for tickets of games that are not going to be played, this conduct
12 continues to be unfair under California law. Refusing to refund money paid by consumers
13 for games which will not proceed, and changing long-standing policies to issue refunds (as
14 alleged herein) to shift the economic burden from multi-billion dollar enterprises to
15 consumers in the middle of a national tragedy is exactly the sort of unscrupulous, and
16 inexcusable business practice that the UCL was enacted to address.

17 101. As a result of Defendants' conduct, the Plaintiffs and the Class members have
18 suffered injury-in-fact by way of lost assets. Plaintiffs request that the Court issue sufficient
19 equitable relief to restore them and Class members to the position they would have been
20 had the Defendants not engaged in unfair business practices; injunctive relief as necessary;
21 and a public injunction including (i) providing full restitution to the Plaintiff and the Class
22 members including a full refund of the ticket price and all ancillary costs; (ii) requiring
23 Defendants to provide an accounting of all monies obtained for 2020 MLB regular season
24 tickets; (iii) requiring Defendants to give individualized notice to all consumers who
25 purchased 2020 MLB regular season tickets of their rights with respect to the Defendants'
26 violations of California law; (iv) requiring Defendants to provide individualized notice to
27
28

1 each consumer of the procedures available for enforcing their rights; and (v) a prohibition
2 on the Defendants' future denials of refunds for 2020 MLB regular season tickets.

3 **THIRD CLAIM FOR RELIEF**

4 **Violations of California's Unfair Competition Law Against All Defendants**
5 **Cal. Bus. & Prof. Code § 17200, *et seq.***

6 102. Plaintiffs repeat and re-allege the allegations in the Paragraphs above, as if
7 fully alleged herein.

8 103. Defendants' conduct constitutes unlawful business acts or practices under
9 California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* Defendants'
10 business practices are unlawful because they violate California's Consumer Legal
11 Remedies Act, Cal. Civ. Code § 1750.

12 104. As a result of the Defendants' unlawful business acts and practices, Plaintiffs
13 and Class members have suffered an injury-in-fact by way of lost assets.

14 105. Plaintiffs request that the Court issue sufficient equitable relief to restore Class
15 members to the position they would have been had the Defendants not engaged in unlawful
16 business practices; injunctive relief as necessary; and a public injunction including (i)
17 providing full restitution to the Plaintiff and the Class members including a full refund of
18 the ticket price and all ancillary costs; (ii) enjoinder of Defendants from committing
19 future violations of California's Unfair Competition Law; (iii) requiring Defendants to
20 provide an accounting of all monies obtained for 2020 MLB regular season tickets; (iv)
21 requiring Defendants to give individualized notice to all consumers who purchased 2020
22 MLB regular season tickets of their rights with respect to the Defendants' violations of
23 California law; (v) requiring Defendants to provide individualized notice to each consumer
24 of the procedures available for enforcing their rights; and (vi) a prohibition on the
25 Defendants' future denials of refunds for 2020 MLB regular season tickets.
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27
28

1 **FOURTH CLAIM FOR RELIEF**
2 **Civil Conspiracy against all Defendants**

3 106. Plaintiffs repeat and re-allege the allegations in the Paragraphs above, as if
4 fully alleged herein.

5 107. The Plaintiffs were harmed by MLB's, MLB Ticket Merchants' and Team
6 Defendants' coordination and cooperation as to a pretext of "postponed" games in order to
7 avoid refunds to Plaintiffs and the Class members, and each of these Defendants are
8 responsible for the harm to Plaintiffs and the Class because these Defendants were part of
9 a conspiracy to violate California consumer and other laws, and avoid refunding monies
10 paid by the Class Members.

11 108. This agreement, cooperation and coordination by all Defendants to avoid
12 refunding money to Class Members caused, and continues to cause, Plaintiffs and the Class
13 members harm. Each of the Defendants is responsible, as each was aware that other
14 Defendants have not refunded any money to the Plaintiffs and the Class Members for MLB
15 2020 ticket purchases; and that Defendants agreed with each other (explicitly or tacitly),
16 and intended that the monies paid (including all ancillary costs) by Class members for MLB
17 2020 tickets not be refunded (in part or in full) in violation of California consumer and
18 other laws.

19 109. All of the actions of Defendants set forth above, incorporated herein, were in
20 violation of the rights of Plaintiffs and the Class and committed in furtherance of the
21 aforementioned conspiracy and agreements. Moreover, each of the aforementioned
22 Defendants lent aid and encouragement and knowingly ratified and adopted the acts of the
23 other. As a proximate result of the wrongful acts herein alleged, Plaintiffs and the Class
24 have suffered, and continue to suffer, significant harm.

25 110. Defendants have failed to offer any refunds at all. Even if some games can be
26 played for the MLB 2020 season, it is near certainty that no fans will attend. As such, at a
27 minimum, the Defendants should acknowledge this and recognize that its loyal fans cannot
28 bear the entire brunt of the economic hardship of the pandemic while Team owners and

1 Ticket Merchants keep the Plaintiffs' money. At this point, Defendants must at a minimum
2 offer a plan to refund monies owed to the Class.

3 **FIFTH CLAIM FOR RELIEF**

4 **Unjust Enrichment against All Defendants**

5 111. Plaintiffs repeat and re-allege the allegations in the Paragraphs above, as if
6 fully alleged herein.

7 112. The Defendants have received a benefit at the expense of Plaintiffs and the
8 other Class members to which they are not entitled. Plaintiffs and the Class members paid
9 substantial amounts for MLB tickets for 2020 MLB regular season games. However, the
10 games are unlikely to be played, or to be played without fans in attendance, due to a world-
11 wide health and economic crisis. Accordingly, the Defendants should refund the money
12 paid for 2020 MLB regular season games, as equity demands.

13 113. The Defendants have been unjustly enriched by retaining the money paid by
14 Plaintiff and other proposed Class members for 2020 MLB regular season game tickets but
15 failing to provide the games, and ticket buyer access to same, for which those monies were
16 paid. Equity requires a disgorgement of the profits made from tickets sold for the 2020
17 MLB regular season.

18 **VIII. REQUEST FOR RELIEF**

19 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against
20 Defendants as follows:

21 A. Certify this case as a class action representing the Classes as defined in ¶ 74
22 pursuant to F.R.C.P. Rule 23, designate Plaintiffs as representatives for the Classes, and
23 appoint counsel of record as class counsel;

24 B. Declare Defendants' conduct unlawful under the statutes and causes of action
25 pled herein;

26 C. Order Defendants to provide the relief requested within each pled cause of
27 action, which are wholly incorporated by reference herein, including an order for a public
28

1 injunction: (i) providing full restitution to the Plaintiff and the Class members including a
2 full refund of the ticket price and all ancillary costs, (ii) requiring Defendants to provide
3 an accounting of all monies obtained for 2020 MLB regular season tickets, (iii) requiring
4 Defendants to give individualized notice to all consumers who purchased 2020 MLB
5 regular season tickets of their rights with respect to the Defendants' violations of California
6 law, (iv) requiring Defendants to provide individualized notice to each consumer of the
7 procedures available for enforcing their rights, and (v) prohibiting Defendants' future
8 denials of refunds for 2020 MLB regular season tickets; (vi) ordering Defendants to
9 disgorge profits unjustly retained; ordering Defendants to pay pre-judgment and post-
10 judgment interest as allowed under California law.

11 D. Order Defendants to pay for the costs of the proceedings herein as well as
12 reasonable attorney's fees as allowable by statute;

13 E. Order Defendants to proffer an equitable plan to refund the Plaintiffs' and the
14 Class members' monies; and

15 F. Any other such relief that this Court deems necessary and proper.

16 **IX. JURY TRIAL DEMANDED**

17 Plaintiffs and members of the Classes hereby demand a trial by jury of all issues so
18 triable.

1 DATED: April 20, 2020

Respectfully submitted,

2 **MILBERG PHILLIPS GROSSMAN LLP**

3
4 /s/ David Azar

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