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

21 **AMIR KAZEMZADEH,**
22 **INDIVIDUALLY AND ON BEHALF**
23 **OF ALL OTHERS SIMILARLY**
24 **SITUATED,**

25 Plaintiff,

26 v.

27 **SAN FRANCISCO 49ERS AND**
28 **TICKETMASTER L.L.C.**

Defendants.

Case No.:

CLASS ACTION

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

- 1.) **SECTION 1 OF THE
SHERMAN ACT, 15 U.S.C. § 1**
- 2.) **SECTION 2 OF THE
SHERMAN ACT, 15 U.S.C. § 2**
- 3.) **TRESPASS TO CHATTELS**

JURY TRIAL DEMANDED

INTRODUCTION

- 1
2 1. Plaintiff Amir Kazemzadeh (“Plaintiff” or “Mr. Kazemzadeh”) brings this
3 action against the San Francisco 49ers and Ticketmaster L.L.C. (collectively,
4 “Defendants”) for violations of Sections 1 and 2 of the Sherman Act based on
5 Defendants’ anticompetitive practices to dominate and restrict ticket sales to
6 49ers National Football League (“NFL”) games. In addition, Defendants
7 intentionally interfered with Plaintiff’s use and possession of his season
8 tickets to his detriment.
- 9 2. The vast majority of tickets to 49ers games are sold to season ticket holders.
10 Those ticket holders in turn often resell tickets to individual games, frequently
11 through online websites such as vividseats.com, ticketnetwork.com,
12 stubhub.com or ticketcity.com (“Ticket Websites”). Until this year (the
13 2015/2015 NFL Season), a season ticket holder could list his or her 49ers
14 game tickets on the Ticket Website of his choice. When a buyer made a
15 purchase, the seller would print the tickets, upload them to the website, and
16 complete the transaction.
- 17 3. As he had done for the past three NFL seasons, Plaintiff attempted to list the
18 49ers tickets that he would not be using for the 2015/2016 Season on a Ticket
19 Website. Once he obtained a buyer on that website, however, Plaintiff was
20 denied the ability to print or upload his tickets. The ticket sales account
21 representative informed Plaintiff that the 49ers had decided to limit the release
22 of season tickets until 72 hours prior to the game, *unless the tickets were*
23 *accessed and sold through the NFL Ticket Exchange* (“Ticket Exchange”):
24 “You can now buy tickets directly from other fans -- and sell your tickets
25 when you can’t go -- using the official NFL Ticket Exchange powered by
26 Ticketmaster. Buyers can print their tickets right away and rest assured
27 knowing their tickets are 100% legitimate, and sellers never have to deal with
28

1 ticket delivery or collecting payment.”¹

- 2 4. By mandating and ensuring that advance sales of single game tickets can only
3 be made through the Ticket Exchange, Defendants are restraining competition
4 and harming consumers, including in the following ways: First, sellers and
5 purchasers are required to pay the fees associated with the Ticket Exchange
6 website, and are prevented from shopping for or paying a lower fee associated
7 with another vendor or website. Second, sellers are prevented from printing
8 and independently selling, transferring or gifting their tickets, without an
9 associated e-commerce fee, until 72 hours prior the applicable game. Third,
10 the Ticket Exchange sets a price floor for tickets to prevent prices from falling
11 below face value. This is in contrast to other Ticket Websites, which permit
12 the free market and buyers and sellers to determine the applicable ticket
13 prices. Finally, if sellers wait and list their tickets on a Ticket Website when
14 they become available 72 hours prior to a game, the sales price may be
15 affected by factors such as delay or team performance.
- 16 5. On information and belief, Defendants benefit from their anticompetitive
17 practices by receiving kickbacks, incentives, sales percentages, or other
18 financial gains.
- 19 6. Plaintiff is an individual who was, and continues to be, harmed by
20 Defendants’ conduct, including by being denied access to his season tickets
21 and unable to complete a sale for his 49ers game tickets through Ticket
22 Websites, other than the Ticket Exchange, and being precluded from printing
23 his tickets and selling or gifting them by any means other than through e-
24 commerce.
- 25 7. Plaintiff, individually and on behalf of all others similarly situated, brings this
26 Class Action Complaint for damages, injunctive relief, and any other available
27 legal or equitable remedies. Plaintiff alleges as follows upon personal
28

¹ <http://www.nfl.com/tickets>. Accessed on August 4, 2015.

1 knowledge as to himself and his own acts and experiences, and, as to all other
2 matters, upon information and belief, including investigation conducted by his
3 attorneys.

4 JURISDICTION AND VENUE

- 5 8. Plaintiffs bring this action pursuant to Section 16 of the Clayton Act, 15 U.S.C.
6 §§ 15 and 26, for violation of sections 1 and 2 of the Sherman Act, 15 U.S.C.
7 §§ 1, 2. This Court has subject matter jurisdiction over that claim pursuant to
8 28 U.S.C. §§ 1331 and 1337.
- 9 9. The Court has jurisdiction over the state law claims because they form part of
10 the same case or controversy under Article III of the United States
11 Constitution.
- 12 10. Venue is proper in the United States District Court, Northern District of
13 California pursuant to 28 U.S.C. § 1391 for the following reasons:
- 14 (i) The conduct complained of herein occurred within this judicial
15 district as Plaintiff purchased his 49ers Season Tickets in this
16 district, and the 49ers Stadium is in this judicial district;
 - 17 (ii) Defendants conducted and do substantial business in this
18 judicial district; and
 - 19 (iii) Defendants are subject to personal jurisdiction in this district.

20 PARTIES

- 21 11. Plaintiff is, and at all times mentioned herein was, an individual citizen and
22 resident of the city of Santa Clara, State of California. Plaintiff entered into a
23 Stadium Builders License Agreement (“SBL”) with the Santa Clara Stadium
24 Authority in June of 2012, which enabled him to buy season tickets for each
25 49ers season. Plaintiff purchased Season Tickets for the 2015/2016 National
26 Football League season. Plaintiff made all of his payments on time; however,
27 he was not able to access his 2015/2016 Season Tickets for sale or printing
28 until 72 hours prior to each game.

1 12. Defendant San Francisco 49ers is a member of the National Football League,
2 Inc., which is an unincorporated association of the thirty-two major league
3 men’s professional football teams in the United States, with its headquarters
4 located at 345 Park Avenue, 7th Floor, New York, New York. The 49ers team is
5 owned by Jed York.

6 13. Defendant Ticketmaster L.L.C. (“Ticketmaster”) is a wholly-owned subsidiary
7 of Live Nation Entertainment, Inc. Ticketmaster is a limited liability company
8 organized and existing under the laws of Virginia, with its principal place of
9 business at 7060 Hollywood Blvd., Hollywood, California. Ticketmaster is the
10 largest ticketing company in the United States, with revenue in 2014 of
11 approximately \$1.55 billion. Ticketmaster owns and operates the NFL Ticket
12 Exchange.

13 FACTUAL ALLEGATIONS

14 A. The Stadium Builders License Agreement

15 14. Levi’s Stadium is located in Santa Clara, California, and is home to the San
16 Francisco 49ers. Construction on the stadium began in 2012, and Levi’s
17 Stadium officially opened in July of 2014. Levi’s Stadium has a limited
18 number of seats for 49ers games (approximately 68,500), which are in high
19 demand.

20 15. Seats in Levi’s Stadium are sold through a SBL, which requires licensees to
21 purchase tickets for the entire season. See [http://www.levisstadium.com/
22 49ers-games/tickets-suites/](http://www.levisstadium.com/49ers-games/tickets-suites/). Season ticket prices appear to range from \$2,000
23 to \$80,000. [http://www.levisstadium.com/wp-content/uploads/2015/06/2015-
24 LS-49ERS-PRICING-MAP.jpg](http://www.levisstadium.com/wp-content/uploads/2015/06/2015-LS-49ERS-PRICING-MAP.jpg). Tickets for the current NFL season are
25 subject to a SBL waitlist.

26 16. On June 8, 2012, Plaintiff entered into a Stadium Builders License Agreement
27 (“License Agreement”) for the right to purchase annual season tickets for four
28 seats to the San Francisco 49ers games. Since that time, Plaintiff has

1 purchased 49ers tickets for each NFL season.

2 **B. Defendants Prevented Plaintiff From Accessing his Tickets for the**
3 **2015/2016 NFL Season**

4 17. During each of the NFL seasons for 2012/2013, 2013/2014, and 2014/2015,
5 Plaintiff posted any tickets for games that he would not be able to attend on a
6 Ticket Website. Plaintiff posted the tickets in advance of the game, once he
7 made the determination that he would not be using them. Previously, when a
8 buyer made a purchase, Plaintiff would access and print the tickets and then
9 upload them to the Ticket Website to complete the sale.

10 18. As he had done for the past three years, Plaintiff listed some of his tickets for
11 the 2015/2016 season on the StubHub.com website. One set of tickets sold
12 within 24 hours of the listing. Plaintiff went to his account manager to print
13 the tickets so that he could upload them onto the StubHub website. But
14 Plaintiff was denied the ability to access his tickets for printing.

15 19. Plaintiff was informed by his account representative that the 49ers had
16 decided that, for the 2015/2016 season, they would release tickets to season
17 ticket holders no sooner than 72 hours prior to the game.

18 20. The account representative also informed Plaintiff that the only way to obtain
19 early or immediate access to his tickets was through the NFL Ticket
20 Exchange.

21 21. According to the Levi's Stadium website, although "the vast majority of seats
22 for 49ers games at Levi's® Stadium are already reserved through Stadium
23 Builder's Licenses, a limited number of single game tickets may become
24 available for each home game." Such tickets may be purchased "through
25 Ticketmaster and the Visa Box Office at Levi's Stadium." [http://
26 www.levisstadium.com/49ers-games/tickets-suites/](http://www.levisstadium.com/49ers-games/tickets-suites/).

27 22. According to nfl.com, the website of the National Football League, the NFL
28 Ticket Exchange, powered by Ticketmaster, is the only NFL-approved way to

1 buy tickets from other fans, and sell tickets when ticket holders can't attend.
2 See <http://www.nfl.com/tickets>. According to the website, “[b]uyers can
3 print their tickets right away and rest assured knowing their tickets are
4 100% legitimate, and sellers never have to deal with ticket delivery or
5 collecting payment.” (Emphasis added). Included among the listed teams for
6 which approved tickets must be purchased on the Ticket Exchange is the San
7 Francisco 49ers.

8 **C. Defendants’ Conduct Limits Competition to the Detriment of Ticket**
9 **Buyers and Sellers**

- 10 23. Plaintiff and other season ticket holders have been harmed by Defendants’
11 anticompetitive practices in a variety of ways.
- 12 24. Ticket Exchange charges steep transaction fees for use of the site. According
13 to blog.tickpick.com, the NFL Ticket Exchange fees are hard to determine
14 from the face of the Ticket Exchange website, but are 15% for buyers, with a
15 10% surcharge to season ticket holders, and a 15% service fee. See [http://](http://blog.tickpick.com/nfl-ticket-exchange-review/)
16 blog.tickpick.com/nfl-ticket-exchange-review/.
- 17 25. On information and belief, Ticket fees for the Ticket Websites are less than
18 those charged by Ticket Exchange. VividSeats.com, for example, does not
19 charge a fee for listing tickets, but charges a 10% commission after the sale is
20 complete. <http://www.vividseats.com/faq.html>. Similarly, Ticketcity.com
21 does not charge a seller’s fee, but charges a service fee. [https://](https://www.ticketcity.com/faq.html)
22 www.ticketcity.com/faq.html. StubHub.com chargers the buyer a 10% fee
23 and the seller a 15% fee for each completed transaction. [http://mlb.mlb.com/](http://mlb.mlb.com/ticketing/stubhub_faq_seller.jsp?c_id=mlb)
24 [ticketing/stubhub_faq_seller.jsp?c_id=mlb](http://mlb.mlb.com/ticketing/stubhub_faq_seller.jsp?c_id=mlb).
- 25 26. By denying Plaintiff the ability to access and print his tickets until 72 hours
26 prior to an applicable game, Defendants are precluding Plaintiff from making
27 face-to-face sales, transfers, or gifts. Thus, Plaintiff can no longer give or sell
28 tickets to a friend or neighbor in advance of a game, and is prevented from

1 gifting tickets or otherwise donating them for charitable purposes. Outside of
2 the 72-hour window, Plaintiff is now wholly precluded from independently
3 selling or transferring his tickets without using an intermediary or paying the
4 associated fees and costs.

5 27. In addition, Ticketmaster’s Ticket Exchange “sets an arbitrary price floor on
6 tickets, a floor that is undisclosed to the purchaser. It is the NFL’s attempt to
7 take over the secondary market and keep ticket prices, which were already
8 sold once, from being resold at low prices.”² What this means is that
9 consumers cannot purchase tickets from Ticket Exchange if prices have fallen
10 below face value, to the detriment of buyers and sellers. Furthermore, on
11 information and belief, Defendants get a piece of the secondary Ticket
12 Exchange sale through the associated transaction fees and costs.

13 28. For previous NFL seasons, Plaintiff could list and upload 49ers tickets to
14 StubHub.com at any time after completing his payments under the SBL.
15 Thus, by listing the tickets prior to the commencement of the NFL season, the
16 sales price was relatively static. By contrast, if Plaintiff were required to sell
17 and upload tickets a mere three days before a 49ers game, the market price
18 could be negatively affected by numerous factors, including the inability of
19 consumers to purchase or plan in advance, and the 49er’s season performance
20 to date.

21 29. In 2010, the Federal Trade Commission sued Ticketmaster for using its market
22 power in certain ticketing arenas to unfairly and deceptively steer lead
23 consumers to use Ticketmaster, and overpricing the tickets sold on its website,
24 up to quadruple the face value.³ Despite the FTC’s action, Ticketmaster’s
25 anticompetitive practices have continued.

26 ² See [http://www.forbes.com/sites/realspin/2014/09/18/how-ticketmaster-and-the-](http://www.forbes.com/sites/realspin/2014/09/18/how-ticketmaster-and-the-nfl-have-fixed-the-price-of-secondhand-tickets/)
27 [nfl-have-fixed-the-price-of-secondhand-tickets/](http://www.forbes.com/sites/realspin/2014/09/18/how-ticketmaster-and-the-nfl-have-fixed-the-price-of-secondhand-tickets/). Accessed August 4, 2015.

28 ³ [https://www.ftc.gov/news-events/press-releases/2010/02/ticketmaster-](https://www.ftc.gov/news-events/press-releases/2010/02/ticketmaster-ticketsnow-settle-ftc-charges-deceptive-sales)
[ticketsnow-settle-ftc-charges-deceptive-sales](https://www.ftc.gov/news-events/press-releases/2010/02/ticketmaster-ticketsnow-settle-ftc-charges-deceptive-sales).

1 **D. The Exclusivity Agreement By And Among Defendants Has**
2 **Restrained Horizontal Competition and Has Had Anticompetitive**
3 **Effects**

4 30. The above-described conduct has restrained horizontal competition between
5 and among online ticket sellers with respect to the listing for sale and selling
6 of 49ers game tickets. In particular, in the absence of Defendants'
7 determination that tickets can only be sold in advance on Ticket Exchange,
8 season ticket holders could list and sell 49ers tickets on any Ticket Website, or
9 could print the tickets and sell, transfer or gift them without the use of an
10 intermediary.

11 31. The above-described conduct has adversely affected and substantially
12 lessened competition in the relevant markets. The number of 49ers tickets
13 listed on Ticket Websites has declined, while the number of 49ers tickets
14 listed for sale on Ticket Exchange has increased.

15 32. Competition by and among Ticket Websites would produce consumer
16 benefits, including by stabilizing ticket prices and associated fees.
17 Furthermore, if consumers were able to print their tickets and engage in
18 advance sales that did not involve e-commerce, Ticket Websites and the Ticket
19 Exchange would have to set fees and costs that account for this fact. By
20 requiring that any and all advance ticket sales be transacted over the Internet,
21 Defendants have foreclosed all other markets for selling 49ers game tickets.

22 33. The above-described agreements do not concern matters of league structure
23 and do not concern any unique characteristic or need of football ticket sales.
24 These anticompetitive restraints are not necessary for the sale of NFL tickets.

25 34. There are no legitimate, pro-competitive justifications for these exclusive
26 agreements and other competitive restraints, which have harmed consumers in
27 various ways, including as described above.
28

1 joinder is impracticable. Plaintiff is informed and believes, and on that basis
2 alleges, that the proposed class consists of tens of thousands of members.

3 **42. *Existence and Predominance of Common Questions of Law and Fact.***

4 Common questions of law and fact exist as to all members of the Class and
5 predominate over any questions affecting only individual Class members. All
6 members of the Class have been subject to the same conduct. The common
7 legal and factual questions include, but are not limited to, the following:

- 8 (a) Whether Defendants and their co-conspirators engaged in a
9 contract, combination, or conspiracy among themselves to fix,
10 raise, maintain or stabilize ticket prices for 49ers games by
11 preventing any website other than Ticket Exchange from
12 offering tickets;
- 13 (b) Whether Defendants and their co-conspirators engaged in a
14 contract, combination, or conspiracy among themselves to
15 eliminate all other markets for advance ticket sales to 49ers
16 games, other than e-commerce through the Ticket Exchange;
- 17 (c) The effect of Defendants' conspiracy on the prices of 49ers
18 tickets, including the fees paid by buyers and sellers, in the
19 United States during the class period;
- 20 (d) The identity of the participants of the conspiracy;
- 21 (e) The duration of the conspiracy alleged herein and the acts
22 performed by Defendants and their co-conspirators in
23 furtherance of the conspiracy;
- 24 (f) Whether the alleged conspiracy violated Section 1 of the
25 Sherman Act, 15 U.S.C. § 1;
- 26 (g) Whether the alleged conspiracy violated Section 2 of the
27 Sherman Act, 15 U.S.C. § 2;
- 28 (h) Whether Defendants' conduct constitutes trespass to chattels;

- (i) Whether the conduct of Defendants and their co-conspirators, as alleged in this Complaint, caused injury to the Plaintiff and members of the Class; and
- (j) The appropriate class-wide measure of injunctive relief.

43. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class in that Plaintiff is a member of the Class that Plaintiff seeks to represent. Plaintiff, like members of the proposed Class, is a 49ers season ticket holder who was unable to upload or print his tickets, unless he accessed them from the NFL Ticket Exchange, or until 72 hours prior to the applicable 49ers game. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent members of the Class. Defendants have no defenses unique to the Plaintiff.

44. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel experienced in consumer protection law, including class actions. Plaintiff has no adverse or antagonistic interest to those in the Class, and will fairly and adequately protect the interests of the Class. Plaintiff's attorneys are aware of no interests adverse or antagonistic to those of Plaintiff and the proposed Class.

45. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. Individualized litigation would create the danger of inconsistent and/or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and court system and the issues raised by this action. The damages or other detriment suffered by individual Class members may be relatively small compared to the burden and expense that would be entailed by individual litigation of the claims against the Defendant. The injury suffered by each individual member of the proposed class is relatively

1 small in comparison to the burden and expense of individual prosecution of
2 the complex and extensive litigation necessitated by Defendants' conduct. It
3 would be virtually impossible for members of the proposed Class to
4 individually redress effectively the wrongs to them. Even if the members of
5 the proposed Class could afford such litigation, the court system could not.
6 Individualized litigation increases the delay and expense to all parties, and to
7 the court system, presented by the complex legal and factual issues of the
8 case. By contrast, the class action device presents far fewer management
9 difficulties, and provides the benefits of single adjudication, economy of
10 scale, and comprehensive supervision by a single court. Therefore, a class
11 action is maintainable pursuant to Fed. R. Civ. P. 23(b)(3).

12 46. Unless the Class is certified, Defendants and their co-conspirators will retain
13 monies received as a result of the Defendants' conduct alleged herein. Unless
14 a class-wide injunction is issued, Defendants and their co-conspirators will
15 also likely continue to engage in anti-competitive agreements, and members
16 of the Class will continue to suffer injury as a result.

17 47. Defendants have acted or refused to act on grounds that are generally
18 applicable to the class so that declaratory and injunctive relief is appropriate
19 to the Class as a whole, making class certification appropriate pursuant to Fed.
20 R. Civ. P. 23(b)(2).

21 **FIRST CAUSE OF ACTION**

22 **FOR VIOLATIONS OF SECTION 1 OF THE SHERMAN ACT**

23 **15 U.S.C § 1**

24 48. Plaintiff repeats, re-alleges and incorporates by reference the above
25 allegations as if fully stated herein.

26 49. Plaintiff brings this cause of action on behalf of himself and on behalf of the
27 putative Class.

28 //

1 50. Beginning at a time presently unknown to Plaintiff, and continuing through
2 the present, the exact dates being unknown to Plaintiff, Defendants and their
3 co-conspirators entered into a continuing agreement, combination, or
4 conspiracy in restraint of trade with the purpose, intent, and effect of
5 restraining horizontal competition among 49ers season ticket holders, buyers
6 and Ticket Websites, with the purpose, intent, and effect of restraining trade
7 and commerce in the distribution and sale of 49ers game tickets, in violation
8 of Section 1 of the Sherman Act, 15 U.S.C. § 1.

9 51. The contract, combination, or conspiracy has resulted in an agreement,
10 understanding, or concerted action between and among the Defendants and
11 their co-conspirators that the NFL Ticket Exchange will be the only NFL-
12 approved way to buy tickets, and the only way for season ticket holders to
13 access their tickets, until 72 hours prior to the applicable game.

14 52. The contract, combination, or conspiracy has restrained competition between
15 and among the Defendants in violation of Section 1 of the Sherman Act. It
16 has led to anticompetitive effects in the relevant markets, as alleged above,
17 and caused injury to consumers and competition in those relevant markets and
18 elsewhere.

19 53. The Defendants' contract, combination, agreement, understanding, or
20 concerted action with their co-conspirators occurred in or affected interstate
21 commerce. The Defendants' unlawful conduct was through mutual
22 understandings, combinations, or agreements by, between, and among the
23 Defendants and other unnamed co-conspirators. These other co-conspirators
24 have either acted willingly or, due to coercion, unwillingly in furtherance of
25 the unlawful restraint of trade alleged herein, and for their own pecuniary
26 gain.

27 54. Defendants' anticompetitive conduct has directly and proximately caused
28 antitrust injury, in the form of higher prices and reduced choice, as set forth

1 above. Plaintiff and other consumers will continue to suffer antitrust injury
2 and other damage unless Defendants are enjoined from continuing to engage
3 in the foregoing violations of law.

4 **SECOND CAUSE OF ACTION**

5 **FOR VIOLATIONS OF SECTION 2 OF THE SHERMAN ACT**

6 **15 U.S.C § 2**

7 55. Plaintiff repeats, re-alleges and incorporates by reference the above
8 allegations as if fully stated herein.

9 56. Defendants and their co-conspirators, by the above-mentioned conduct,
10 possess monopoly power over the market for 49ers tickets for the purposes of
11 unreasonably excluding and/or limiting competition, in violation of Section 2
12 of the Sherman Act, 15 U.S.C. § 2. These activities have gone beyond those
13 which could be considered as “legitimate business activities,” and are an
14 abuse of market position.

15 57. Through the anti-competitive conduct described herein, Defendants and their
16 co-conspirators have willfully acquired and maintained, and unless restrained
17 by the Court, will continue to willfully maintain, that monopoly power by
18 anti-competitive and unreasonably exclusionary conduct. Defendants and
19 their co-conspirators have acted with an intent to illegally acquire and
20 maintain that monopoly power in the relevant product market, and their illegal
21 conduct has enabled them to do so, in violation of Section 2 of the Sherman
22 Act, 15 U.S.C. § 2.

23 58. Defendants’ anticompetitive conduct has directly and proximately caused
24 antitrust injury, as set forth above. Plaintiff and other consumers will continue
25 to suffer antitrust injury and other damage unless Defendants are enjoined
26 from continuing to engage in the foregoing violations of law.

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28 //

1 **THIRD CAUSE OF ACTION**
2 **FOR TRESPASS TO CHATTELS**

3 59. Plaintiff has the right to use and posses his 2015/2016 49ers NFL season
4 tickets. As he had done with prior season tickets, this includes the right
5 to access and print those tickets.

6 60. As described herein, Defendants intentionally interfered with Plaintiff's
7 use and possession of his 49ers season tickets. Among other things,
8 Plaintiff was prevented from accessing or printing his tickets in advance,
9 and selling, transferring or gifting them by the mechanism of his choice.

10 61. Plaintiff did not consent to Defendants' conduct.

11 62. Plaintiff was harmed by Defendants' conduct. Among other things,
12 Plaintiff was prevented from completing a sales transaction for tickets
13 listed on StubHub.com. Plaintiff was also prevented from printing his
14 tickets, and selling, gifting or transferring them.

15 63. Defendants' conduct was intentional, wanton and reckless in complete
16 disregard of the Plaintiff's property rights ad the rights of 49ers season
17 ticket holders.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays that judgment be entered against Defendants,
20 and that Plaintiff and Class members be awarded damages from Defendants as
21 follows:

- 22 • That this action be certified as a Class Action, Plaintiff be appointed as the
23 representative of the Class, and Plaintiff's attorneys be appointed Class
24 counsel;
- 25 • That the contract, combination, or conspiracy, and the acts done in
26 furtherance thereof by Defendants and their co-conspirators as alleged in
27 this Complaint, be adjudged to have been a violation of Section 1 of the
28 Sherman Act, 15 U.S.C. § 1;

- 1 • That the Defendants’ and their co-conspirators’ actions to illegally
2 acquire and maintain monopoly power in the relevant product market, be
3 adjudged to have been a violation of Section 2 of the Sherman Act, 15
4 U.S.C. § 2;
- 5 • That judgment be entered for Plaintiff and members of the Class against
6 Defendants as allowed by law, together with the costs of this action,
7 including reasonable attorneys’ fees, pursuant to Section 16 of the
8 Clayton Act, 15 U.S.C. § 26;
- 9 • That Defendants and their co-conspirators be enjoined from further
10 violations of the antitrust laws;
- 11 • That Plaintiffs and the members of the class be awarded punitive damages
12 and all other forms of equitable monetary relief, as pleaded;
- 13 • That there be a distribution of any monies recovered on behalf of members
14 of the Class via fluid recovery or *cy pres* recovery where necessary and as
15 applicable, to prevent Defendants from retaining the benefits of their
16 wrongful conduct; and
- 17 • That Plaintiff and members of the Class have such other, further or
18 different relief, as the case may require and the Court may deem just and
19 proper under the circumstances.

20 **TRIAL BY JURY**

21 E. Pursuant to the Seventh Amendment to the Constitution of the United States of
22 America, Plaintiff is entitled to, and demands, a trial by jury.

23
24 Dated: August 5, 2015

Respectfully submitted,

25 **KAZEROUNI LAW GROUP, APC**

26 By: /s/ Abbas Kazerounian
27 Abbas Kazerounian
28 ATTORNEY FOR PLAINTIFFS

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