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 TICKETMASTER L.L.C.

10 UNITED STATES DISTRICT COURT  
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 TICKETMASTER L.L.C., a Virginia  
 limited liability company,

13 Plaintiff,

14 vs.

15 PRESTIGE ENTERTAINMENT, INC.,  
 16 a New York corporation, PRESTIGE  
 ENTERTAINMENT WEST, INC., a  
 17 California corporation,  
 RENAISSANCE VENTURES LLC, a  
 18 Connecticut limited liability company,  
 NICHOLAS LOMBARDI, STEVEN K.  
 19 LICHTMAN, and DOES 1 through 10,  
 inclusive,

20 Defendants.

Case No. CV

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2-4) COPYRIGHT INFRINGEMENT (17 U.S.C. § 101, *et seq.*)
- (5-6) VIOLATION OF DIGITAL MILLENNIUM COPYRIGHT ACT (17 U.S.C. § 1201, *et seq.*)
- (7) FRAUD
- (8) AIDING AND ABETTING FRAUD
- (9) INDUCING BREACH OF CONTRACT
- (10) INTENTIONAL INTERFERENCE WITH CONTRACT
- (11) VIOLATION OF COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. § 1030, *et seq.*)
- (12) VIOLATION OF CALIFORNIA COMPUTER DATA ACCESS AND FRAUD ACT (Cal. Penal Code § 502, *et seq.*)
- (13) VIOLATION OF NEW YORK ANTI-SCALPING LAW (N.Y. Arts And Cult. Aff. Law § 25.01, *et seq.*)

*Demand for Jury Trial*

1 Plaintiff Ticketmaster L.L.C. (“Ticketmaster”) alleges the following  
2 against defendants Prestige Entertainment, Inc., Prestige Entertainment West, Inc.,  
3 Renaissance Ventures LLC, Nicholas Lombardi, Steven K. Lichtman, and Does 1-  
4 10 (collectively, “Defendants”):

5 **JURISDICTION AND VENUE**

6 1. This Court has jurisdiction over the subject matter of this Complaint  
7 pursuant to 28 U.S.C. Section 1331 (federal question jurisdiction), and Section  
8 1367 (supplemental jurisdiction).

9 2. Venue is proper in this Court pursuant to 28 U.S.C. Sections 1391(b)  
10 and 1400 in that the defendant companies reside in California (*i.e.*, each are subject  
11 to this Court’s personal jurisdiction based on minimum contacts), a substantial part  
12 of the events giving rise to the claims occurred in this judicial district, and  
13 Ticketmaster’s principal place of business is within this judicial district. In  
14 addition, the Terms of Use (“TOU”) that govern the relationship between the  
15 parties provide for venue in state or federal court in Los Angeles County for  
16 disputes relating to the granting of a conditional license for use of Ticketmaster’s  
17 website and mobile application, which is the subject of this lawsuit.

18 **SUMMARY**

19 3. Ticketmaster sells tickets for entertainment and sports events to the  
20 general public on behalf of its clients through a variety of means, including its  
21 website, ticketmaster.com, and its mobile applications (“mobile app”). To meet the  
22 demands of consumers and its own clients, Ticketmaster strives to provide an  
23 equitable ticket distribution system that affords all consumers a fair opportunity to  
24 acquire the best available tickets for events. To that end, the TOU for  
25 Ticketmaster’s website and mobile app prohibits the use of robots, programs, and  
26 other automated devices—generally known and referred to herein from time to time  
27 as “bots”—that give users of such devices an unfair advantage in searching for and  
28 buying tickets. These bots, which essentially are software applications, run

1 automated tasks (scripts) over the Internet at a far higher rate than would be  
2 possible for a human alone.

3 4. Ticketmaster’s website and mobile app employ a variety of security  
4 features, including applications commonly known as CAPTCHA (“Completely  
5 Automated Public Turing test to tell Computers and Humans Apart”) and splunk,  
6 designed to detect bots and to prevent them from accessing the website or mobile  
7 app and purchasing tickets in violation of the TOU. Ticketmaster also assigns  
8 several unique identification numbers to each purchaser, which enables  
9 Ticketmaster to clearly identify and track irregular (*i.e.*, non-human) customer  
10 behavior. Nonetheless, certain users of the website and mobile app manage to  
11 evade those security features and use bots to the detriment of Ticketmaster, its  
12 clients, and the general public.

13 5. Ticketmaster is informed and believes, and on that basis alleges, that  
14 defendants Prestige Entertainment, Inc. (“Prestige”), Prestige Entertainment West,  
15 Inc. (“Prestige West”), and Renaissance Ventures LLC (“Renaissance”),  
16 substantially assisted by defendants Nicholas Lombardi, Steven K. Lichtman, and  
17 Does 1-6 (collectively, the “Additional Purchasers”), have been using bots to access  
18 and navigate through Ticketmaster’s website and mobile app, and through such  
19 unlawful use, improperly procure tickets for the purpose of reselling them at a  
20 substantial profit. In doing so, Prestige, Prestige West, Renaissance, and the  
21 Additional Purchasers inundate Ticketmaster’s website and mobile app with page  
22 requests and ticket reserve requests far in excess of amounts permitted under the  
23 terms of the TOU. For example, the defendants purchased tens of thousands of  
24 tickets for the New York stage play *Hamilton*—often thirty to forty percent of the  
25 entire amount of tickets available for a given performance. Defendants, by using  
26 bots, were also able to procure a majority of the tickets available through  
27 Ticketmaster to the high-profile *Mayweather v. Pacquiao* boxing match in Las  
28 Vegas in 2015. As part of this conspiracy to circumvent Ticketmaster’s security

1 measures through the use of bots, Prestige, Prestige West, Renaissance, and the  
2 Additional Purchasers surreptitiously attempt to conceal their identities by using a  
3 variety of account names, email addresses, physical addresses, Internet Protocol  
4 (IP) addresses, and credit cards. Further, Ticketmaster is informed and believes,  
5 and on that basis alleges, that Prestige, Prestige West, Renaissance, and/or the  
6 Additional Purchasers are continuing to use bots to unfairly purchase tickets to  
7 Ticketmaster events after publicly representing that it would stop. In May 2017,  
8 Renaissance settled an investigation brought by the New York Attorney General's  
9 office by agreeing, *inter alia*, to "abstain from using bots" to purchase tickets.  
10 However, Ticketmaster has uncovered evidence that suggests Renaissance has  
11 already breached that agreement by continuing to utilize bots to purchase tickets  
12 offered by Ticketmaster.

13 6. Ticketmaster is also informed and believes, and on that basis alleges,  
14 that Does 7-8 assisted Prestige, Prestige West, Renaissance, the Additional  
15 Purchasers, and others by creating, marketing and providing bots. These bots are  
16 designed to interact with Ticketmaster's website and mobile app and ultimately,  
17 unlawfully purchase tickets. Does 7-8 likely provided ongoing assistance in the use  
18 of such bots in furtherance of the other defendants' unlawful activities. Although  
19 Ticketmaster frequently upgrades its security features, Does 7-8 continue to create  
20 or employ new and more sophisticated devices or methods designed to circumvent  
21 those newly designed security features.

22 7. In addition, Ticketmaster is informed and believes, and on that basis  
23 alleges, that Does 9-10 assisted and conspired with Prestige, Prestige West,  
24 Renaissance, and the Additional Purchasers by purchasing the tickets that Prestige,  
25 Prestige West, Renaissance, and the Additional Purchasers improperly obtained  
26 from Ticketmaster. Does 9-10 knowingly or recklessly disregarded that those  
27 tickets had been obtained in violation of Ticketmaster's legal rights.  
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1 8. These deceptive and improper tactics have caused, and continue to  
2 cause, harm to Ticketmaster as well as to consumers who rely on Ticketmaster to  
3 lawfully purchase tickets through Ticketmaster's website and mobile app. The use  
4 of bots, which can access a website or mobile app and complete tasks far more  
5 quickly than human users, deprives legitimate consumers the opportunity to  
6 purchase tickets through Ticketmaster. Furthermore, bots purchase tickets in  
7 quantities far in excess of contractual ticket limits, which compounds the problem.  
8 The use of bots also circumvents Ticketmaster's technological copy protection  
9 systems and results in the improper and unlicensed copying of pages from the  
10 website and mobile app. In addition, the use of bots alters and obfuscates data on  
11 the website and mobile app and interferes with the website and mobile apps'  
12 operation, increases Ticketmaster's operational costs, deprives Ticketmaster, its  
13 clients and its advertisers of various revenue streams, and drives existing and  
14 potential clients and customers away from Ticketmaster by making it more difficult  
15 for existing and potential customers to lawfully obtain the tickets of their choice  
16 through Ticketmaster.

17 9. Ticketmaster therefore asserts claims against Defendants for breach of  
18 contract, copyright infringement, violation of the federal Digital Millennium  
19 Copyright Act, fraud, inducing breach of contract, intentional interference with  
20 contract, and violations of the federal Computer Fraud and Abuse Act, California's  
21 Computer Data Access and Fraud Act, and New York's Anti-scalping Law. As  
22 relief, Ticketmaster seeks an injunction, compensatory damages, punitive damages,  
23 liquidated damages, disgorgement of Defendants' ill-gotten gains, imposition of a  
24 constructive trust, and recovery of attorneys' fees and costs incurred by  
25 Ticketmaster to prosecute this lawsuit.

#### 26 **THE PARTIES**

27 10. Plaintiff Ticketmaster L.L.C. is a Virginia limited liability company  
28 with its principal place of business in Los Angeles, California. The sole member of

1 Ticketmaster L.L.C. is Live Nation Entertainment, Inc., a Delaware corporation  
2 with its principal place of business in Beverly Hills, California.

3 11. Ticketmaster is informed and believes, and on that basis alleges, that  
4 defendant Prestige Entertainment, Inc. is a company incorporated in New York with  
5 its principal place of business in Connecticut.

6 12. Ticketmaster is informed and believes, and on that basis alleges, that  
7 defendant Prestige Entertainment West, Inc. is a company incorporated in  
8 California with its principal place of business in California.

9 13. Ticketmaster is informed and believes, and on that basis alleges, that  
10 defendant Renaissance Ventures is a limited liability company organized under the  
11 laws of the State of Connecticut with its principal place of business in Connecticut.

12 14. Ticketmaster is informed and believes, and on that basis alleges, that  
13 defendant Nick Lombardi is an individual who resides in Connecticut.

14 15. Ticketmaster is informed and believes, and on that basis alleges, that  
15 defendant Steven K. Lichtman is an individual who resides in Florida.

16 16. The true names, residences and capacities, whether individual,  
17 corporate or otherwise, of defendants Does 1 through 10 are unknown to  
18 Ticketmaster, and Ticketmaster therefore sues those defendants under such  
19 fictitious names. Ticketmaster is informed and believes, and on that basis alleges,  
20 that each defendant was, and is, an agent and employee of the remaining  
21 defendants, and in doing the things alleged herein, was acting within the course and  
22 scope of such agency and employment and with the knowledge, consent and  
23 approval of the other defendants. Ticketmaster is informed and believes, and on  
24 that basis alleges, that each defendant is responsible in some manner for the acts  
25 alleged herein and for the damages that Ticketmaster has sustained. Ticketmaster  
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1 will further amend this Complaint to show the true names and capacities of Does 1-  
2 10 when such names and identities are ascertained.<sup>1</sup>

3 17. Ticketmaster is informed and believes, and on that basis alleges, that at  
4 all times mentioned herein, each defendant conspired with, acted in concert and  
5 active participation with, and aided and abetted every other defendant in  
6 committing the wrongful acts alleged in this Complaint. Ticketmaster is further  
7 informed and believes, and on that basis alleges, that each of the defendants knew,  
8 or consciously avoided knowing, that the other defendants were engaged or  
9 intended to engage in conduct that violated Ticketmaster's rights and also violated  
10 federal, California, and New York law.

11 **FACTS**

12 **A. Ticketmaster Endeavors To Make Its Ticketing System As Fair And**  
13 **Equitable As Possible For Consumers.**

14 18. Ticketmaster distributes tickets for live entertainment events to the  
15 general public on behalf of its clients, who are venues, promoters, entertainers and  
16 sports franchises. Ticketmaster sells tickets via telephone call centers,  
17 Ticketmaster's website, www.ticketmaster.com, and its mobile app. Ticketmaster  
18 spends substantial time, energy and resources attempting to ensure that its website  
19 and mobile app are current, accurate, and easy to use for the benefit of its clients  
20 and the public.

21 19. Demand for tickets sold through Ticketmaster, including via  
22 ticketmaster.com and the mobile app, often exceeds the supply of tickets available  
23 for purchase. Because Ticketmaster may only sell tickets that its clients release to  
24 Ticketmaster for sale, Ticketmaster cannot expand or adjust the supply of tickets to  
25 meet the demand. Moreover, Ticketmaster's clients generally set the price of the  
26 tickets sold through Ticketmaster and oftentimes set prices at below market rates.

27 <sup>1</sup> Rule 19-1 of the Local Rules of the Central District of California imposes a  
28 limit of ten Doe defendants. Ticketmaster will seek leave to add defendants if the  
current number the number of Doe defendants turns out to be insufficient.

1 These factors can inspire intense competition among consumers to purchase tickets  
2 for events the moment that such tickets become available for sale on  
3 ticketmaster.com and the mobile app.

4 20. Recognizing the reality of this ultra-competitive marketplace to  
5 acquire tickets, Ticketmaster has undertaken various measures to make the ticket  
6 buying process as fair and equitable as possible for consumers. For example,  
7 Ticketmaster attempts to regulate the speed with which users may copy the pages  
8 necessary to search for, reserve, and purchase tickets on ticketmaster.com and the  
9 mobile app. At its clients' request, Ticketmaster also limits the number of tickets  
10 that may be purchased in any single transaction or to a specific event.

11 21. In addition, Ticketmaster undertakes substantial measures intended to  
12 prevent the use of computer programs or other automated devices—as noted  
13 previously, generally known as “bots”—that give users of such devices an unfair  
14 advantage over human consumers in the ticket purchasing process. One of those  
15 measures is a security computer program, commonly known as CAPTCHA, that is  
16 designed to distinguish between human users and bots. When a user submits a  
17 ticket request, a box appears on the screen with random characters partially  
18 obscured behind hash marks. The user must retype these characters in order to  
19 proceed with the ticket request.

20 22. Another security measure is known as “splunk.” Ticketmaster creates  
21 unique identifiers for ticket purchasers based on a purchaser's account information,  
22 computer location, payment details, and other identifiers. Splunk tracks and  
23 compiles some of this data to help determine whether purchases are being made  
24 through the use of bots and other violations of the TOU (e.g., too many ticket  
25 requests from one purchaser).

26 23. Through these and other measures, Ticketmaster expends substantial  
27 resources on its web and mobile-based infrastructure in an effort to make the ticket  
28 purchasing process fair for consumers.



1 **B. Use Of Ticketmaster’s Website and Mobile App Is Conditioned on**  
2 **Contractual Terms Of Use.**

3 24. Permission to view and use ticketmaster.com and Ticketmaster’s  
4 mobile app is, and at all relevant times has been, conditioned on the users’  
5 agreement to the TOU as set forth on the website and mobile app. (A copy of  
6 Ticketmaster’s current TOU is attached hereto as Exhibit “A.”)

7 25. To ensure that users are aware of and consent to the TOU, the  
8 Ticketmaster website and mobile app repeatedly and systematically alert users to  
9 the existence—and the content—of the TOU. For example, at all relevant times,  
10 the home page for ticketmaster.com has stated that, by continuing past the home  
11 page, users consent to the TOU for the website. The phrase “Terms of Use” in that  
12 statement on the home page is, and has been at all relevant times, a readily visible  
13 hypertext link to the TOU itself. When clicked, the full TOU appears on the user’s  
14 screen. The same message and related hyperlink to the TOU appears on almost  
15 every webpage on the website. Similarly, Ticketmaster’s mobile app alerts users to  
16 the TOU throughout the ticketing process. To search for tickets or “otherwise  
17 us[e]” the mobile app, a user must consent to the TOU. Users can access the TOU  
18 at any point during their use of the mobile app by tapping on an icon at the bottom  
19 right of the screen or simply swiping right. Thus, at all relevant times, users have  
20 been repeatedly reminded that use of the website and mobile platform is governed  
21 by the TOU, and that continuing to use the website or mobile app with that  
22 knowledge constitutes acceptance of the TOU, including all of its terms.

23 26. Furthermore, to purchase tickets through ticketmaster.com or the  
24 mobile app, users have always been required to set up an account with  
25 Ticketmaster, and in doing so, users have been instructed to review and agree to the  
26 TOU as a condition for using the website or mobile app. At all relevant times, it  
27 has been necessary as part of the account set-up procedure on the website for the  
28 user to expressly consent to the TOU by clicking a button labeled “Accept and

1 Continue.” (A copy of the current version of the webpage with the “Accept and  
 2 Continue” button as part of the account set-up procedure is attached hereto as  
 3 Exhibit “B.”) The mobile app places the TOU disclaimer directly below the button  
 4 labeled “Create Account” or “Create An Account.” (A copy of the current version  
 5 of the mobile app with the TOU disclaimer is attached hereto as Exhibit “C.”)  
 6 Because a consumer must create an account to purchase tickets, a user must  
 7 encounter this particular TOU disclaimer.

8 27. In addition, to complete a ticket purchase on the website, users must  
 9 click a “Submit Order” button at the bottom of a Payment page. The “Submit  
 10 Order” button is located directly adjacent to a statement that provides, “[b]y  
 11 continuing past this page, you agree to our Terms of Use,” and embedded in this  
 12 statement is a hyperlink that, when clicked, causes the TOU to appear on the user’s  
 13 screen. (A copy of the current version of the Payment webpage with the “Submit  
 14 Order” button as part of the ticket purchase procedure is attached hereto as Exhibit  
 15 “D.”)

16 **C. The TOU Grants a Limited License to View and Use the Website and**  
 17 **Mobile App and Prohibits Abusive Use of these Sites.**

18 28. Ticketmaster’s website (and mobile app) are works of authorship  
 19 protected by copyright law. *See Ticketmaster L.L.C. v. RMG Tech., Inc.*, 507 F.  
 20 Supp. 2d 1096, 1104-11 (C.D. Cal. 2007). Ticketmaster (or its predecessors) have  
 21 registered or applied to register versions of its website, mobile app, or portions  
 22 thereof, with the Copyright Office. These copyright applications and registrations  
 23 include the following:

Website/App Program	Registration No.	App./Reg. Date
Ticketmaster.com: Online Order Search	TX-5-067-039	May 30, 2000
Ticketmaster.com: Order Information	TX-5-067-040	May 30, 2000

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Ticketmaster.com Website Homepage, Event Ticket Order Pages	TXu-1-348-580	May 22, 2007
Event Ticket Order Validation Code	TXu-1-348-581	May 22, 2007
Event Ticket Order Limiting Code	TXu-1-348-582	May 22, 2007
Ticketmaster Interactive Seat Map Version 2012	TX-7-628-432	January 25, 2013
Ticketmaster Android Platform (2011)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2012)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2013)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2014)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2015)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2016)	[Pending]	June 27, 2017
Ticketmaster Android Platform (2017)	[Pending]	June 27, 2017
Ticketmaster iOS Platform (2010)	[Pending]	June 27, 2017
Ticketmaster iOS Platform (2011)	[Pending]	June 27, 2017
Ticketmaster iOS Platform (2012)	[Pending]	June 27, 2017
Ticketmaster iOS Platform (2013)	[Pending]	June 27, 2017
Ticketmaster iOS Platform (2014)	[Pending]	June 27, 2017

1	Ticketmaster iOS Platform (2015)	[Pending]	June 27, 2017
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3	Ticketmaster iOS Platform (2016)	[Pending]	June 27, 2017
4			
5	Ticketmaster iOS Platform (2017)	[Pending]	June 27, 2017
6	Ticketmaster Website Ticket Purchase (2017)	[Pending]	June 27, 2017
7			

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9           29. As described above, users who wish to purchase tickets through

10 ticketmaster.com or the mobile app must navigate through a series of pages by

11 clicking (or in the case of mobile phones and tablets, tapping) on designated

12 hypertext links on those pages. Viewing Ticketmaster’s homepage and clicking (or

13 tapping) on the hyperlinks to reach the various other pages that must be viewed to

14 purchase tickets from the website or mobile app causes copies of each of those

15 pages to be created and to appear on a user’s computer, phone or tablet.

16           30. The TOU (Ex. A hereto) states up front that “[t]he following are the

17 terms of use (‘Terms’) that govern your use of the Ticketmaster sites and

18 applications where this appears (collectively, the ‘Site’).” The current version of

19 the TOU includes a section called Ownership of Content and Grant of Conditional

20 License. That section states in part as follows:

21           The Site and all data, text, designs, pages, print screens,

22 images, artwork, photographs, audio and video clips, and

23 HTML code, source code, or software that reside or are

24 viewable or otherwise discoverable on the Site, and all

25 tickets obtained from the Site, (collectively, the

26 “Content”) are owned by us or our licensors. We own a

27 copyright and, in many instances, patents and other

28 intellectual property in the Site and Content. We may

change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view this Site and its Content to purchase tickets as permitted by these Terms for non-commercial purposes

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only if, as a condition precedent, you agree that you will not:

- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. . . .;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, discount codes (including Ticketmaster ticket cash™ and tm ticket cash™), promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the Site in any 24-hour period, whether alone or with a group of individuals;
- Make more than 800 reserve requests on the Site in any 24-hour period, whether alone or with a group of individuals;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Reproduce or scan tickets in a format or medium different from that provided by the Site;
- Decode, decrypt, modify, or reverse engineer any tickets or underlying algorithms or barcodes used on or in production of tickets or the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

31. That section of the TOU further states as follows:

1 This license is expressly conditioned on your preexisting  
2 agreement to comply with, and your actual compliance  
3 with, each of the provisions described in this Ownership  
4 of Content and Grant of Conditional License section.  
5 This license exists only so long as you strictly comply  
6 with each of the provisions described in this section. Any  
7 use of the Site or Content by you or anyone acting on  
8 your behalf that does not strictly comply with each and  
9 every provision in this section exceeds the scope of the  
10 license granted to you herein, constitutes unauthorized  
11 reproduction, display, or creation of unauthorized  
12 derivative versions of the Site and Content, and infringes  
13 our copyrights, trademarks, patents and other rights in the  
14 Site and Content. You will not acquire any ownership  
15 rights by using the Site or the Content.

9 32. Thus, any use of the website or mobile app that violates any of the  
10 various prohibitions in the TOU—for example, using robots, spiders and other  
11 automated devices to improperly navigate the website or mobile app and request,  
12 reserve and purchase tickets, making any other attempts to circumvent  
13 technological measures intended to protect the website and mobile app, and making  
14 excessive page and reserve requests—exceeds the scope of the user’s limited  
15 copyright license. Ticketmaster has revised the TOU from time to time; however,  
16 for at least the past fourteen years, every version of the TOU contained  
17 substantially similar prohibitions on the use of bots, and prohibited other abusive  
18 use of the website, as well as the mobile app when it became relevant.

19 33. The TOU also contains a “Code of Conduct” section that requires a  
20 user to “comply with all applicable laws, rules and regulations.” In relevant part, a  
21 user may not:

- 22 . . .
- 23 • Restrict or inhibit any other person from using the Site
  - 24 • Use the Site for any unlawful purpose
  - 25 • Order a number of tickets for an event that exceeds the  
26 stated limit for that event
  - 27 • Use any password or code to participate in a presale or  
28 other offer on the Site if you did not receive the  
password or code from us or if you violate the terms  
of the presale or offer;
  - Use any area of the Site for commercial purposes,  
such as to conduct sales of tickets, products or services

1           34. The TOU further contains a “Making Purchases” section that reads, in  
2 relevant part: “You may not attempt to conceal your identity by using multiple  
3 Internet Protocol addresses or email addresses to conduct transactions on the Site.”

4           35. The TOU contains a “Mobile Device Application” section that reads,  
5 in relevant part:

6                   If you install or use our mobile application, software and  
7 services, including any accompanying documentation  
8 (collectively, “App”), we grant you a limited right to  
9 install and use the App on a single authorized device  
10 located in the United States and its territories or in  
another country where we may offer the App. You may  
use the App for your personal, non-commercial and  
entertainment purposes only.

11           36. The TOU limits the number of tickets that a user may purchase for an  
12 event in the Code of Conduct (above) and in the Purchase Policy. At all relevant  
13 times, the TOU contained a hyperlink to, and expressly incorporated,  
14 Ticketmaster’s Purchase Policy. The hyperlink to Ticketmaster’s Purchase Policy  
15 is easily visible and readily accessible in the first paragraph of the TOU. Clicking  
16 (or tapping) on the “Purchase Policy” hyperlink causes the full Purchase Policy to  
17 appear on the user’s screen.

18           37. The current version of the Purchase Policy includes a section called  
19 Number of Tickets or “Ticket Limits.” That section states in part as follows:

20                   When purchasing tickets on our Site, you are limited to a  
21 specified number of tickets for each event (also known as  
22 a “ticket limit”). This ticket limit is posted during the  
23 purchase process and is verified with every transaction.  
This policy is in effect to discourage unfair ticket buying  
practices.

24           38. Previous versions of the Purchase Policy on both the website and  
25 mobile app contained a substantially similar provision.

26           39. In sum, at all relevant times, the TOU, including the Purchase Policy,  
27 prohibited users from, among other things, using bots to access and navigate the  
28 site and conduct transactions, abusing the Ticketmaster system with excessive

1 requests for web pages, including reserve requests, and purchasing tickets in excess  
2 of the ticket limit.

3 **D. Defendants Have Been Systematically Misusing And Abusing**  
4 **Ticketmaster's Website and Mobile App.**

5 40. Based on information that Ticketmaster recently discovered, compiled  
6 and analyzed, Ticketmaster is informed and believes, and on that basis alleges, that  
7 for at least the past two years, Prestige, Prestige West, and Renaissance, with the  
8 assistance of others, have been using bots to navigate through ticketmaster.com and  
9 the Ticketmaster mobile app to unlawfully purchase large quantities of tickets.

10 41. Based on this same investigation, Ticketmaster is informed and  
11 believes, and on that basis alleges, that a substantial number of ticket purchases  
12 involving defendants and the use of bots have been made in the name of the  
13 Additional Purchasers (as defined in Paragraph 5 above). For example, a  
14 substantial volume of ticket purchases that implicate the use of bots was made  
15 through accounts in the name of the Additional Purchasers that are linked to email  
16 addresses with the domain names @prestigeent.com and @1 Sound Shore (Prestige  
17 and Renaissance's business address). The Additional Purchasers either (i) used  
18 bots to make purchases themselves, or (ii) knowingly allowed Prestige, Prestige  
19 West, Renaissance, and others to use their identities, credit and debit cards, and  
20 Ticketmaster accounts to make such purchases, but under either circumstance the  
21 Additional Purchasers would be liable.

22 42. User accounts serve as a form of password protection against  
23 unauthorized access to Ticketmaster's information and tickets. When creating an  
24 account, a user must create a password that is necessary for future access to the  
25 account. Each time a user creates or later uses an account and password, the user  
26 agrees, *inter alia*, to comply with the TOU to gain access to some of Ticketmaster's  
27 event information and ticket buying capability. Prestige, Prestige West,  
28 Renaissance, and the Additional Purchaser abuse this password protection system



1 by creating and using dummy accounts and passwords, thereby compromising the  
2 equity of the ticketing system, violating the TOU, and exceeding the scope of the  
3 license granted by the TOU. Therefore, Prestige, Prestige West, Renaissance, and  
4 the Additional Purchasers' access to the Ticketmaster website and mobile app is  
5 without authorization.

6 43. While the tactics used by Prestige, Prestige West, and Renaissance,  
7 with the assistance of the Additional Purchasers and others, have evolved over time,  
8 Ticketmaster is informed and believes, and on that basis alleges, that tactics  
9 recently employed by Prestige, Prestige West, and Renaissance have included the  
10 rental of high speed bandwidth and storage from colocation facilities in conjunction  
11 with various techniques intended to obfuscate the attacker's identity. Third-party  
12 colocation facilities provide space, power, cooling, and physical security for  
13 servers, storage, and networking equipment of various firms. Once a firm drops off  
14 content at a colocation facility, the content can be connected to a variety of  
15 telecommunications and network service providers. Colocation facilities are not  
16 themselves Internet service providers ("ISPs"), but rather provide users of the  
17 facilities with fast internet speeds by allowing them to bypass much of the  
18 traditional Internet infrastructure provided by an ISP.

19 44. Ticketmaster is informed and believes, and on that basis alleges, that  
20 Prestige, Prestige West, and Renaissance used at least five colocation facilities,  
21 with minimal costs, to store their bots and gain access to high speed bandwidth that  
22 is unavailable to the average ticket purchaser. For example, a majority of the  
23 tickets available on Ticketmaster's platforms for the *Mayweather v. Pacquiao*  
24 boxing match were bought and traced back to five colocation providers: Desert  
25 Cloud LLC, Nth Air, NSI Hosting, Mac MINI Colos, and Galaxy Internet. Using  
26 the names, addresses, and email addresses given at the account creation phase,  
27 Ticketmaster traced the ticket purchases made through these five colocation  
28 providers to Prestige, Prestige West, Renaissance, and the Additional Purchasers.

1           45. Ticketmaster is informed and believes, and on that basis alleges, that  
2 Prestige, Prestige West, and Renaissance also launch thousands of concurrent and  
3 recurring reserve requests for tickets for specific events. When a reserve request is  
4 made, the Ticketmaster system will temporarily set aside tickets matching the  
5 request, to give the user time to complete the purchase of the tickets. In the normal  
6 course, the Ticketmaster system will release such tickets from reserve if the  
7 purchase is not completed within a set time, thereby making them available to other  
8 purchasers. However, defendants, by using bots to regenerate reserve requests at a  
9 speed that legitimate consumers honoring the TOU cannot match, simply grab the  
10 same—or similar—tickets again and thus continue to place large quantities of  
11 tickets on temporary reserve while deciding which tickets, and how many, to  
12 purchase. When deployed during the first sale for a popular event, this practice of  
13 making rapid, excessive, and repeated reserve requests creates a severe artificial  
14 shortage of tickets available to satisfy reserve requests by legitimate consumers.

15           46. Throughout that time, these defendants repeatedly and systematically  
16 requested and copied more than 1000 pages of the website and mobile app in  
17 applicable 24-hour periods, made more than 800 reserve requests in applicable 24-  
18 hour periods, and accessed, reloaded or refreshed transactional events or ticketing  
19 pages and made other requests to transactional servers more than once during  
20 applicable 3-second intervals. This conduct placed, and continues to place, a heavy  
21 load on Ticketmaster's infrastructure, and far exceeds the scope of the license  
22 granted by the TOU.

23           47. Ticketmaster is informed and believes, and on that basis alleges, that  
24 many of defendants' ticket purchases involved ticket quantities far in excess of  
25 stated ticket limits, and that most if not all of these wrongfully acquired tickets were  
26 purchased for the commercial purpose of reselling them for a profit through various  
27 means, including, for example, through StubHub.com and other ticket resale sites.  
28

1           48. Ticketmaster is informed and believes, and on that basis alleges, that  
2 Prestige, Prestige West, Renaissance, and Additional Purchasers' bots utilized  
3 random number and letter generators to improperly gain access to events (e.g., pre-  
4 sales) that required special codes generally granted only to preferred Ticketmaster  
5 customers. These defendants also likely used these random number and letters  
6 generators to mirror and defeat Ticketmaster's own internal practice of assigning  
7 unique identification numbers to users. Such unlawful practices allowed these  
8 defendants to hide their identities; Ticketmaster's internal system could not  
9 differentiate between its own numbers and the fake numbers generated by  
10 defendants' bots. These practices violate the TOU.

11           49. Ticketmaster is informed and believes, and on that basis alleges, that  
12 Prestige, Prestige West, Renaissance, and the Additional Purchasers re-sold tickets  
13 bought from Ticketmaster's website and mobile app. This conduct required these  
14 defendants to reproduce the tickets in a new medium, which is another violation of  
15 the TOU.

16           50. Throughout the course of their misconduct, Prestige, Prestige West,  
17 Renaissance, and the Additional Purchasers had ample opportunity to review  
18 Ticketmaster's TOU, and each of them repeatedly assented to those terms,  
19 expressly and impliedly. Ticketmaster is informed and believes, and on that basis  
20 alleges, that these defendants not only expressly assented to the TOU when creating  
21 various online accounts, but the defendants regularly visited, or oversaw other  
22 persons in visiting, the website and mobile app. During each of these visits,  
23 defendants have been repeatedly reminded of the TOU and have been invited to  
24 review them. For example, from January to August 2016, accounts tied to Prestige,  
25 Prestige West, Renaissance, and Additional Purchasers visited or "hit" the  
26 Ticketmaster mobile app around six million times. Thus, defendants have likely  
27 had millions of opportunities to view the TOU, that they agreed to, with every  
28 ticket purchase.

1           51. Throughout this course of misconduct, Prestige, Prestige West,  
2 Renaissance, and the Additional Purchasers attempted to evade Ticketmaster’s  
3 efforts to prevent the use of bots. Although many bots cannot decipher and retype  
4 the random characters or images generated by the CAPTCHA security program  
5 utilized on ticketmaster.com, and thus cannot proceed past that screen to complete a  
6 ticket transaction, some bots are designed to circumvent CAPTCHA while others  
7 are built to present the CAPTCHA to a remote human at a “CAPTCHA farm” to  
8 complete the challenge. Ticketmaster is informed and believes, and on that basis  
9 alleges, that Prestige, Prestige West, Renaissance, and the Additional Purchasers  
10 used (or substantially assisted in the use of) such devices or methods for at least the  
11 past two years.

12           52. The Ticketmaster system is designed to detect the presence of a bot.  
13 In these cases, the system may block the attacker at different places in the  
14 technology stack and may generate further messages and warnings to the user  
15 explaining that the use of such devices is prohibited. If detected, the attacker is not  
16 allowed to continue. Ticketmaster is informed and believes, and on that basis  
17 alleges, that its system likely generated such messages in response to bots used by  
18 Prestige, Prestige West, Renaissance, and the Additional Purchasers. However,  
19 those defendants ignored these messages, and instead continued to unlawfully use  
20 bots to navigate through the Ticketmaster website and mobile app and wrongfully  
21 acquire tickets.

22           53. The Ticketmaster system is also designed to disallow the progress of a  
23 bot when such a device is detected. Ticketmaster is informed and believes, and on  
24 that basis alleges, that Ticketmaster’s system disabled bots used by Prestige,  
25 Prestige West, Renaissance, and the Additional Purchasers. However, Ticketmaster  
26 is informed and believes, and on that basis alleges, that in each such instance,  
27 defendants simply deployed a new bot from a different application server,  
28

1 colocation facility, and/or IP address, or other mechanism, effectively continuing  
2 their unauthorized use of the Ticketmaster system.

3 54. Ticketmaster diligently attempts to identify and stop the users of bots,  
4 but some bot-users go to great lengths to deceive Ticketmaster. Ticketmaster is  
5 informed and believes, and on that basis alleges, that Prestige, Prestige West,  
6 Renaissance, and the Additional Purchasers used many different names, credit  
7 cards, IP addresses, and email addresses to purchase tickets from Ticketmaster. In  
8 addition, Ticketmaster is informed and believes, and on that basis alleges, that these  
9 same defendants systematically removed data from the computers they use to  
10 access ticketmaster.com, such as by cleaning out the “cookies” on the computers.  
11 This conduct hinders Ticketmaster’s ability to identify repeat visitors to the site.

12 55. Thus, it was not until recently that Ticketmaster was able to fully  
13 understand the breadth of the harm caused by Defendants’ conduct. Ticketmaster  
14 noticed unusual bot activity almost two years ago during the *Mayweather-Pacquiao*  
15 ticket sale, which Ticketmaster was able to trace to Prestige. Since that time,  
16 Ticketmaster expended significant resources to identify other purchases by Prestige,  
17 Prestige West, Renaissance, and Additional Defendants that involved the use of  
18 bots, and has now assembled the information necessary to link Prestige, Prestige  
19 West, Renaissance, and the Additional Purchasers to hundreds of thousands of  
20 ticket purchases involving the use of bots. Ticketmaster’s records show that, from  
21 January 2015 through September 2016, Prestige, Prestige West, and Renaissance,  
22 with assistance from some, if not all, of the Additional Purchasers, made at least  
23 313,528 orders using 9,047 different accounts. Each of these orders harmed  
24 Ticketmaster and inhibited human consumers from using and enjoying the benefits  
25 of Ticketmaster’s ticket purchasing platform.

26 **E. Defendants Ignored Ticketmaster’s Cease and Desist Letter.**

27 56. After tracing the bot-related ticket purchases for the *Mayweather-*  
28 *Pacquiao* boxing match to Prestige, Ticketmaster sent a cease and desist letter in

1 May 2015 to defendant Nicholas Lombardi at Prestige. The letter described some  
2 of the evidence that linked Prestige to the improper ticket purchases and outlined  
3 violations of Ticketmaster’s TOU. The letter also noted a violation of  
4 Ticketmaster’s Purchase Policy, which limits the number of tickets a user may  
5 purchase for a particular event. The letter closed by demanding that Mr. Lombardi,  
6 Prestige, “and any other companies or individuals under [their] direction or control  
7 cease and desist from any further violations of Ticketmaster’s rights.” (A copy of  
8 the May 2015 cease and desist letter is attached hereto as Exhibit “E.”)

9 57. Mr. Lombardi acknowledged receipt of the cease and desist letter, but  
10 Defendants’ injurious conduct nevertheless continued. For example, Ticketmaster  
11 is informed and believes, and on that basis alleges, that Prestige, Prestige West,  
12 Renaissance, and Additional Purchasers used bots and colocation servers to  
13 purchase approximately 30,000 tickets to the New York stage play, *Hamilton*, after  
14 receipt of Ticketmaster’s cease and desist letter. Defendants often bought between  
15 thirty and forty percent of Ticketmaster’s available inventory of tickets for  
16 particular shows of *Hamilton*. Prestige, Prestige West, Renaissance, and Additional  
17 Purchasers’ unauthorized access of Ticketmaster’s website and mobile app forced  
18 Ticketmaster to expend additional resources, including increasing its security  
19 measures to identify and prevent these defendants from continuing to purchase  
20 large volumes of tickets using bots.

21 **F. Defendants Have Violated State Laws and an Agreement with the New**  
22 **York Attorney General.**

23 58. The use of bots and other software to circumvent security measures on  
24 a ticket retail platform violates California and New York law. *See, e.g.*, Cal. Bus.  
25 & Prof. Code § 22505.5; Cal. Penal Code § 502; N.Y. Arts and Cult. Aff. Law §  
26 25.24. Ticketmaster’s TOU requires users to comply with all applicable laws.  
27 Accordingly, Defendants’ use of bots to purchase tickets on Ticketmaster’s website  
28

1 and mobile app breached the TOU because Defendants acted contrary to applicable  
2 state law.

3 59. In May 2017, Renaissance agreed to pay \$3.35 million as part of a  
4 settlement with the New York Attorney General based on its illegal use of bots to  
5 buy large quantities of tickets to New York events for re-sale to the public. The  
6 New York Attorney General's office posted the following press release regarding  
7 Renaissance's bot use:

8 Attorney General Schneiderman's investigation found that  
9 Prestige Entertainment ran one of the largest ticket purchasing  
10 and reselling operations in the United States. Prestige  
11 Entertainment used at least two different bots and thousands of  
12 credit cards and Ticketmaster accounts to purchase tickets to  
13 New York shows. Prestige Entertainment also bought IP  
14 addresses from online IP proxy services to evade detection of  
15 its bots by retail ticket marketplaces such as Ticketmaster.com.  
16 Prestige Entertainment used all of its illegal advantages to  
17 great effect, purchasing huge quantities of tickets to popular  
18 shows.

19 60. In addition to the substantial payment, Renaissance agreed to  
20 "abstain from using bots" to purchase tickets for New York events. Yet  
21 Ticketmaster is informed and believes, and on that basis alleges, that Renaissance  
22 continues to use bots to buy tickets to New York events after the announcement of  
23 that settlement, thereby violating its settlement agreement with the state of New  
24 York.

25 **G. Does 7-10 Have Facilitated the Misconduct of the Other Defendants.**

26 61. Does 7-8 facilitated the misconduct of Prestige, Prestige West,  
27 Renaissance, and the Additional Purchasers. Ticketmaster is informed and  
28 believes, and on that basis alleges, that for at least the past two years, defendants  
Does 7-8 developed, marketed and sold software applications that enable users like  
these defendants to employ bots to unlawfully and improperly access  
Ticketmaster's website and mobile app in order to quickly purchase large quantities  
of tickets in violation of the TOU. These bots are designed to, and do, circumvent  
CAPTCHA and other security measures on Ticketmaster's website and mobile app.

1           62. Ticketmaster is informed and believes, and on that basis alleges, that  
2 Does 7-8 visited ticketmaster.com and Ticketmaster’s mobile app to develop these  
3 computer programs; thus, Does 7-8 repeatedly visited the Ticketmaster homepage,  
4 Ticketmaster mobile app, and ticket purchase pages, which repeatedly reminded  
5 Does 7-8 of the governing TOU. Ticketmaster is also informed and believes, and  
6 on that basis alleges, that Does 7-8 purchased tickets on ticketmaster.com when  
7 testing their computer programs, and thus clicked on the “Accept and Continue”  
8 button on the ticket purchase page with each purchase. Ticketmaster is also  
9 informed and believes, and on that basis alleges, that Does 7-8 also purchased  
10 tickets on Ticketmaster’s mobile app and therefore, consented to the TOU when  
11 creating an account and searching for tickets. Each and every viewing of the  
12 ticketmaster.com homepage and purchase page, as well as views on the mobile  
13 app’s ticket search page, caused a copy of the pages containing a TOU disclaimer to  
14 be copied on defendants’ computers, phones or tablets.

15           63. Does 9-10 further facilitated the misconduct of Prestige, Prestige West,  
16 Renaissance, and the Additional Purchasers by purchasing tickets from the  
17 defendants. Does 9-10 knew or recklessly disregarded that Prestige, Prestige West,  
18 Renaissance, and the Additional Purchasers acquired tickets in violation of the  
19 TOU and Ticketmaster’s rights. In that regard, Ticketmaster is informed and  
20 believes, and on that basis alleges, that defendants Does 9-10 visited Ticketmaster’s  
21 website and mobile app themselves and purchased tickets on the site; thus, Does 9-  
22 10 had ample opportunity to review Ticketmaster’s TOU and assented to its terms,  
23 expressly as well as impliedly. Does 9-10 knew or recklessly disregarded that  
24 Prestige, Prestige West, Renaissance, and the Additional Purchasers violate the  
25 same TOU to obtain the tickets that sell to Does 9-10. When Does 9-10 resell the  
26 same tickets to consumers for a profit, they further violate the TOU. Does 9-10  
27 induce and actively encourage Prestige, Prestige West, Renaissance, and the  
28 Additional Purchasers to obtain tickets in violation of Ticketmaster’s rights.



1           64. To the extent that Does 9-10 reproduced the tickets acquired from  
2 Prestige, Prestige West, Renaissance, and the Additional Purchasers for their own  
3 commercial purposes, Does 9-10 violated the TOU on that basis as well.

4 **H. Defendants' Misuse And Abuse Has Harmed Ticketmaster's Website,**  
5 **Mobile App And Operations.**

6           65. Ticketmaster has been harmed, and continues to be harmed, by the use  
7 of bots by Prestige, Prestige West, Renaissance, the Additional Purchasers, Does 7-  
8 8, and others. To meet the demands of consumers and its own clients, Ticketmaster  
9 must provide an equitable ticket distribution system that affords all consumers a fair  
10 opportunity to acquire the best available tickets for events. The use of bots  
11 undermines this effort, because bots can navigate through Ticketmaster's website  
12 and mobile app and reserve and purchase tickets at a speed that legitimate  
13 consumers cannot match. For example, Ticketmaster is informed and believes, and  
14 on that basis alleges that, in the first minute of a particular *Hamilton* sale,  
15 Defendants completed 11 orders; by the end of the second minute, Defendants  
16 completed 49 more orders. The inventory of tickets available to consumers who do  
17 not use bots is substantially diminished, which has led some consumers to question  
18 Ticketmaster's ability to ensure a level playing field for the purchase of tickets.

19           66. Bots inundate the Ticketmaster system with thousands of ticket  
20 requests. By causing an excessive number of tickets to be placed temporarily on  
21 reserve, defendants not only diminish the inventory of tickets available for  
22 legitimate consumers, but impede Ticketmaster's or its clients ability to properly  
23 monitor ticket sales. Ticket sales influence a variety of decisions, including  
24 whether to open more seats for sale to the public, or to move the unsold tickets to  
25 other distribution channels. The artificially high volume of tickets revolving in and  
26 out of reserve status due to bot activity makes it difficult for Ticketmaster's clients  
27 to gauge how well tickets for an event are actually selling. Moreover, clients are  
28 unable to determine the best time to offer tickets for sale. Ticketmaster is informed

1 and believes, and on that basis alleges, that Prestige, Prestige West, Renaissance,  
2 and the Additional Purchasers repeatedly and improperly extend the duration of  
3 reserve requests, which exacerbates the problems described above.

4 67. Users of bots also deprive Ticketmaster of revenue and revenue  
5 opportunities. For example, Ticketmaster's website is part of a carefully crafted  
6 business model that integrates other services and features into the ticket purchasing  
7 process. Ticketmaster designed its website and mobile app so that users will follow  
8 certain steps. In other words, users will view predetermined pages in the process of  
9 requesting and purchasing tickets. Based on this expected flow of traffic,  
10 Ticketmaster places advertisements on its website for various services, such as  
11 event parking and insurance, in an effort to increase revenue. Bots do not use  
12 traditional browsers and bypass the HTML code for these features; as a result, bot  
13 users may never view these offers. Furthermore, bots purchase enormous quantities  
14 of tickets, which reduces the number of legitimate consumers who will reach these  
15 up-sell pages.

16 68. Bots can alter the behavior of security features of the website and  
17 mobile app themselves. Normally, users receive automatic and temporary  
18 permission—in effect, a token—to make requests on the system. That token is  
19 automatically revoked if the pace of requests exceeds a certain speed or limit.  
20 However, by systematically deleting cookies on the user's system, bots enable the  
21 user to constantly assume a new identity and acquire new tokens even though that  
22 same user is far exceeding the stated request limit.

23 69. All of these problems involve, in one way or another, unauthorized  
24 reproduction and alteration of the Ticketmaster system, as well as deletion,  
25 destruction and alteration of data on the system.

26 70. Equally important, the use of bots diverts resources from the service of  
27 legitimate consumers. Ticketmaster must incorporate extraordinary actions to  
28 enhance the website and mobile app infrastructure to enable it to support all

1 consumer activity, including the artificial and inflated activity generated by bots.  
2 The use of these bots also significantly increases the costs of, among other things,  
3 data storage, computer processing, troubleshooting and system maintenance.

4 71. Defendants' unauthorized access of Ticketmaster's website and mobile  
5 app forced Ticketmaster to continually increase its security measures to identify and  
6 prevent these defendants from their ongoing scheme to purchase tickets using bots.  
7 Ticketmaster engineers began tracking Prestige, Prestige West, Renaissance, and  
8 Additional Purchasers' use of the Ticketmaster website and mobile app in order to  
9 assess the damage and respond accordingly. Ticketmaster has canceled as many  
10 orders obtained by Prestige, Prestige West, and Renaissance bots as possible, in  
11 accordance with the TOU; however, the cancellation led to delayed profits and a  
12 diversion of company resources. Ticketmaster has spent thousands of dollars  
13 analyzing, investigating, and responding to Defendants' actions.

14 **FIRST CLAIM FOR RELIEF**  
15 **Breach Of Contract**  
16 **(Against Prestige, Prestige West, Renaissance, the Additional Purchasers, and**  
17 **Does 7-8)**

17 72. Ticketmaster alleges and incorporates by reference all of the preceding  
18 paragraphs.

19 73. At all relevant times, the home page and most other pages on  
20 ticketmaster.com informed users that their use of the ticketing service is subject to  
21 express terms and conditions set forth in the TOU, and that by continuing past the  
22 page in question, the user expressly and/or impliedly agrees to be bound by terms  
23 of the TOU. The mobile app also repeatedly alerts users to the TOU. Users have a  
24 reasonable opportunity to review the TOU upon first entering the website or mobile  
25 app, and they also have a reasonable opportunity to review the TOU during their  
26 use of the site or mobile app. The link to the TOU is displayed in such a manner as  
27 to provide consumers with clear notice of the existence of the TOU.  
28

1           74. Ticketmaster is informed and believes, and on that basis alleges, that  
2 Prestige, Prestige West, Renaissance, the Additional Purchasers, and Does 7-8,  
3 acting for themselves and for each other, expressly assented to the TOU when  
4 creating accounts on ticketmaster.com and the mobile app, as well as when the  
5 defendants submitted requests to purchase tickets.

6           75. The TOU prohibits, among other things, the use of bots, abusive use of  
7 the website and mobile app, and exceeding ticket limits. The provisions of the  
8 TOU are fair and reasonable.

9           76. Ticketmaster performed all conditions, covenants and promises  
10 required to be performed by it in accordance with the TOU.

11           77. Based on information that Ticketmaster recently discovered and  
12 compiled, Ticketmaster is informed and believes, and on that basis alleges, that for  
13 at least the past two years, Prestige, Prestige West, and Renaissance, by use of  
14 technology manufactured or otherwise provided by Does 7-8 (themselves also  
15 bound by the Terms of Use), repeatedly and systematically breached the TOU by  
16 using bots to access the website and mobile app and buy tickets, by buying tickets  
17 in quantities that exceed ticket limits, and by violating California and New York  
18 law in the process.

19           78. Ticketmaster is further informed and believes, and on that basis  
20 alleges, that the Additional Purchasers (all of whom are bound by the TOU)  
21 breached the TOU either by allowing Prestige, Prestige West, Renaissance, and  
22 others to use their identities, credit and debit cards, and Ticketmaster accounts to  
23 purchase tickets by the use of bots and in quantities that exceed ticket limits, or by  
24 using bots themselves to the same end.

25           79. Ticketmaster is informed and believes, and on that basis alleges, that  
26 Prestige, Prestige West, and Renaissance, along with the Additional Purchasers and  
27 Does 7-8 (directly or in concert with Prestige, Prestige West, and Renaissance),  
28 repeatedly and systematically placed an excessive load on Ticketmaster's system by

1 requesting more than 1000 pages of the website in applicable 24-hour periods,  
2 making more than 800 reserve requests in applicable 24-hour periods, and  
3 accessing, reloading or refreshing transactional events or ticketing pages and  
4 making other requests to transactional servers more than once during applicable 3-  
5 second intervals.

6 80. Ticketmaster is informed and believes, and on that basis alleges, that  
7 Prestige, Prestige West, and Renaissance, along with the Additional Purchasers and  
8 Does 7-8 (directly or in concert with Prestige, Prestige West, and Renaissance),  
9 further violated the TOU by restricting other customers' use of the site through their  
10 abusive conduct, using number and letter generators to gain access to events, and  
11 buying and reproducing tickets for a commercial purpose.

12 81. It can be impracticable and extremely difficult to ascertain the  
13 damages from abusive use of Ticketmaster's website and mobile app. Therefore,  
14 Ticketmaster made a reasonable attempt to calculate damages caused by abusive  
15 use of its website and mobile app. The current version of the TOU contains the  
16 following liquidated damages provision that includes this formula:

17 You agree that your abusive use of the Site may cause  
18 damage and harm to us, including impaired goodwill, lost  
19 sales and increased expenses. You also agree that  
20 monetary damages for your abusive use of the Site are  
21 difficult to determine and that if you, or others acting with  
22 you, request more than 1,000 pages of the Site or make  
23 more than 800 reserve requests on the Site in any 24-hour  
24 period, you, and those acting with you, will be jointly and  
25 severally liable for liquidated damages in the amount of  
26 twenty-five cents (\$0.25) for each page request or reserve  
27 request made during that 24-hour period which exceeds  
28 those limits.

24 82. Previous versions of the TOU included a substantially identical  
25 liquidated damages provision. For example, the immediately prior version stated as  
26 follows:

27 You agree that Abusive Use of the Site, as defined above,  
28 causes damage and harm to Ticketmaster in the form of,  
among other things, impaired goodwill, lost sales, and

1 increased expenses associated with responding to Abusive  
2 Use of the Site. You further agree that monetary damages  
3 for Abusive Use of the Site are difficult to ascertain and  
4 that proof of monetary damages for Abusive Use would  
5 be costly and inconvenient to calculate. Accordingly you  
6 agree that liquidated damages are warranted for Abusive  
7 Use. Therefore, you agree that if you, or others acting in  
8 concert with you, alone or collectively request more than  
9 1000 pages of the Site in any twenty-four hour period,  
10 you, and those acting in concert with you, will be jointly  
11 and severally liable for liquidated damages in the amount  
12 of twenty-five cents (\$0.25) per page request each time  
13 that a page request is made after that first 1000 during that  
14 twenty-four hour period. You also agree that this will be  
15 the measure of damages for any abusive use that occurred  
16 prior to this provision of these Terms being in effect.

17 83. Ticketmaster is entitled to liquidated damages in accordance with the  
18 foregoing provisions, in an amount to proven at trial when the full extent of these  
19 defendants' page requests and reserve requests is ascertained. In addition,  
20 Ticketmaster is entitled to compensatory damages, in an amount to be proven at  
21 trial, for (i) abusive conduct that falls outside the scope of the liquidated damages  
22 provision, and (ii) as an alternative to liquidated damages should the liquidated  
23 damages provision be unenforceable for any reason.

24 84. The TOU also provides that Ticketmaster is entitled to injunctive relief  
25 to enjoin violations of the TOU. The current version of the TOU provides in part as  
26 follows: "You agree that monetary damages may not provide us a sufficient remedy  
27 and that we may pursue injunctive or other relief for your violation of these Terms."  
28 Previous versions of the TOU contained a substantially similar, if not identical,  
provision.

85. The conduct of Prestige, Prestige West, Renaissance, the Additional  
Purchasers, and Does 7-8 significantly and irreparably damaged Ticketmaster and  
will continue to harm Ticketmaster unless restrained by this Court. Thus, in  
addition to liquidated damages and other damages for abusive use of its website and  
mobile app, Ticketmaster is entitled to the preliminary and permanent injunctive  
relief prayed for in this Complaint.

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**SECOND CLAIM FOR RELIEF**  
**Copyright Infringement, 17 U.S.C. § 101 et seq.**  
**(Against Prestige, Prestige West, Renaissance, and the Additional Purchasers)**

86. Ticketmaster alleges and incorporates by reference all of the preceding paragraphs.

87. Ticketmaster owns valid U.S. Copyright registrations in its website and mobile app and specific portions thereof.

88. In using bots on the ticketmaster.com website and mobile app to acquire tickets for the commercial purpose of reselling them, Prestige, Prestige West, Renaissance, and the Additional Purchasers acted in excess of the terms of the license agreement created by Ticketmaster’s TOU, compliance with which is a condition precedent to that license. Specifically, these defendants copied or caused to be copied without authorization pages from the ticketmaster.com site and other original elements of Ticketmaster’s copyrighted website and mobile app.

89. Ticketmaster is informed and believes, and on that basis alleges, that the Additional Purchasers induced and materially contributed to the infringing activities of Prestige, Prestige West, Renaissance, and others, knowing of and directly benefiting from that infringing activity.

90. As a proximate result of this direct, contributory, and vicarious copyright infringement, and the inducement of others to infringe Ticketmaster’s copyrights by copying pages from ticketmaster.com in excess of the license created by its TOU, Ticketmaster suffered and continues to suffer significant damage and irreparable harm in an amount to be proven at trial.

91. Ticketmaster is entitled to the range of relief provided by 17 U.S.C. Sections 502-505, including injunctive relief, an order for the impounding and destruction of all copies of all bots used by these defendants to violate Ticketmaster’s rights, compensatory damages in an amount to be determined, statutory damages, and its costs and attorneys’ fees.

**THIRD CLAIM FOR RELIEF**  
**Copyright Infringement, 17 U.S.C. § 101 et seq.**  
**(Against Does 7-8)**

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3       92. Ticketmaster alleges and incorporates by reference all of the preceding  
4 paragraphs.

5       93. Ticketmaster owns valid U.S. Copyright registrations in its website  
6 and specific portions thereof.

7       94. In creating, providing, and using bots on the ticketmaster.com website  
8 and mobile app to acquire tickets for the commercial purpose of reselling them,  
9 Does 7-8 acted in excess of the terms of the license agreement created by  
10 Ticketmaster's TOU, compliance with which is a condition precedent to use of that  
11 license. Specifically, without authorization, these defendants copied, caused to be  
12 copied, and induced the copying of pages from the ticketmaster.com website and  
13 mobile app. Ticketmaster is informed and believes, and on that basis alleges, that  
14 these defendants had the right and ability to supervise the infringing activities of  
15 their customers, and induced and materially contributed to the infringing activities  
16 of their customers while knowing of and directly benefiting from that infringing  
17 activity.

18       95. As a proximate result of this direct, contributory, and vicarious  
19 copyright infringement by Does 7-8 and their inducement of others to infringe  
20 Ticketmaster's copyrights by copying pages from ticketmaster.com and the mobile  
21 app in excess of the TOU, Ticketmaster suffered and continues to suffer significant  
22 damage and irreparable harm in an amount to be proven at trial.

23       96. Ticketmaster is entitled to the range of relief provided by 17 U.S.C.  
24 Sections 502-505, including injunctive relief, an order for the impounding and  
25 destruction of all copies of all bots used by these defendants to violate  
26 Ticketmaster's rights, compensatory damages in an amount to be determined,  
27 statutory damages, and its costs and attorneys' fees.



**FOURTH CLAIM FOR RELIEF**  
**Copyright Infringement, 17 U.S.C. § 101 et seq.**  
**(Against Does 9-10)**

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3 97. Ticketmaster alleges and incorporates by reference all of the preceding  
4 paragraphs.

5 98. Ticketmaster owns valid U.S. Copyright registrations in its website  
6 and specific portions thereof.

7 99. By purchasing and reproducing tickets from Prestige, Prestige West,  
8 Renaissance, and Additional Purchasers, for the commercial purpose of reselling  
9 such tickets, Does 9-10 acted in breach of the terms of the license agreement  
10 created by Ticketmaster's TOU, compliance with which is a condition precedent to  
11 that license. Specifically, these defendants copied, caused to be copied, and  
12 induced the copying without authorization of the ticket pages from the  
13 ticketmaster.com website and mobile app. Ticketmaster is informed and believes,  
14 and on that basis alleges, that these defendants induced and materially contributed  
15 to the infringing activities of the other defendants while knowing of and directly  
16 benefiting from that infringing activity.

17 100. As a proximate result of this direct and contributory copyright  
18 infringement by Does 9-10, and their inducement of others to infringe  
19 Ticketmaster's copyrights by copying pages from ticketmaster.com and the mobile  
20 app in excess of its TOU, Ticketmaster suffered and continues to suffer significant  
21 damage and irreparable harm in an amount to be proven at trial.

22 101. Ticketmaster is entitled to the range of relief provided by 17 U.S.C.  
23 Sections 502-505, including injunctive relief, an order for the impounding and  
24 destruction of all copies of all bots, programs, or other automatic devices used by  
25 these defendants to violate Ticketmaster's rights, compensatory damages in an  
26 amount to be determined, statutory damages, and its costs and attorneys' fees.

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**FIFTH CLAIM FOR RELIEF**  
**Violation Of Digital Millennium Copyright Act, 17 U.S.C. § 1201 et seq.**  
**(Against Prestige, Prestige West, Renaissance, and the Additional Purchasers)**

102. Ticketmaster alleges and incorporates by reference all of the preceding paragraphs.

103. Ticketmaster is informed and believes, and on that basis alleges, that Prestige, Prestige West, and Renaissance were and are using bots, programs, or other technology, products, services, devices, components, or parts thereof, that are and were primarily designed and produced to circumvent the technological measures that Ticketmaster used to effectively control access to its copyrighted website and mobile app. The Additional Purchasers are either using the same devices or are actively participating in Prestige, Prestige West, and Renaissance’s use of those devices.

104. Ticketmaster is informed and believes, and on that basis alleges, that these bots, programs, or other technical devices have no commercially significant purpose or use other than to circumvent the technological measures that Ticketmaster uses to control access to its website and mobile app, and that these defendants are using those devices with knowledge of that improper purpose.

105. As a proximate result of these defendants’ above-referenced misconduct, Ticketmaster suffered and continues to suffer significant damage in an amount to be proven at trial.

106. Ticketmaster is entitled to the range of relief provided by 17 U.S.C. Sections 1201-1203, including injunctive relief, compensatory or statutory damages, and its costs and attorneys’ fees in an amount to be proven at trial.

**SIXTH CLAIM FOR RELIEF**  
**Violation Of Digital Millennium Copyright Act, 17 U.S.C. § 1201 et seq.**  
**(Against Does 7-8)**

107. Ticketmaster alleges and incorporates by reference all of the preceding paragraphs.

1 108. Ticketmaster is informed and believes, and on that basis alleges, that  
2 Does 7-8 are manufacturing, importing, trafficking in and using bots, programs, or  
3 other technology, products, services, devices, components, or parts thereof, that are  
4 primarily and intentionally designed and produced to circumvent the technological  
5 measures that Ticketmaster uses to effectively control access to its copyrighted  
6 website and mobile app.

7 109. Ticketmaster is informed and believes, and on that basis alleges, that  
8 these bots, programs, or other technical devices have no commercially significant  
9 purpose or use other than to circumvent the technological measures that  
10 Ticketmaster uses to control access to its website and mobile app, and that these  
11 defendants are creating, marketing, trafficking in and using those devices with  
12 knowledge that they are being used for that purpose.

13 110. As a proximate result of these defendants' actions, Ticketmaster  
14 suffered significant damages in an amount to be proven at trial.

15 111. Ticketmaster is entitled to the range of relief provided by 17 U.S.C.  
16 Sections 1201-1203, including injunctive relief, compensatory or statutory  
17 damages, and its costs and attorneys' fees in an amount to be proven at trial.

18 **SEVENTH CLAIM FOR RELIEF**

19 **Fraud**  
20 **(Against Prestige, Prestige West, Renaissance, the Additional Purchasers, and Does 7-8)**

21 112. Ticketmaster alleges and incorporates by reference all of the preceding  
22 paragraphs.

23 113. Defendants Prestige, Prestige West, Renaissance, the Additional  
24 Purchasers, and Does 7-8 repeatedly accessed Ticketmaster's website and mobile  
25 app. By doing so, these defendants represented to Ticketmaster that they would  
26 comply with the TOU, including refraining from the use bots, abuse the website or  
27 mobile app, and excessive ticket purchases.

1           114. Ticketmaster is informed and believes, and on that basis alleges, that  
2 these defendants, acting for themselves and for each other, clicked the “Accept and  
3 Continue” button on Ticketmaster’s website (or “Create Account” or “Create An  
4 Account” adjacent to a TOU disclaimer on Ticketmaster’s mobile app) when setting  
5 up online accounts and when completing ticket purchases, thereby representing to  
6 Ticketmaster that they would comply with the TOU for the website and mobile app,  
7 and thus that they would not, among other things, use bots, abuse the website or  
8 mobile app, or exceed ticket limits.

9           115. Each and every such representation in Paragraph 113 was false.  
10 Ticketmaster is informed and believes, and on that basis alleges, that every time  
11 these defendants accessed and used the website or mobile app, and every time they  
12 clicked or tapped the Accept and Continue, Create Account, or Submit Order  
13 button, they intended to, and did, violate the TOU and that each such instance by  
14 these defendants was also done on behalf of each other.

15           116. Moreover, Ticketmaster is informed and believes, and on that basis  
16 alleges, that every time each of these defendants accessed and used Ticketmaster’s  
17 website or mobile app, they concealed from Ticketmaster their true intent to violate  
18 the TOU.

19           117. Ticketmaster is informed and believes, and on that basis alleges, that  
20 these defendants misrepresented and hid their identities when interacting with the  
21 Ticketmaster website and mobile app.

22           118. Ticketmaster relied on each such representation and omission by  
23 providing the information and services available on the website and mobile app to  
24 these defendants, which included selling them substantial quantities of tickets.

25           119. Ticketmaster’s reliance was reasonable. These defendants received  
26 ample notice of the TOU every time they accessed and used the website and mobile  
27 app. It was necessary for them to click the Accept and Continue button both when  
28 setting up online accounts and when completing a ticket purchase on the website.

1 The defendants also saw TOU disclaimers if they created an account or searched for  
2 tickets on the mobile platform.

3 120. As a result of these defendants' fraudulent representations and  
4 omissions, Ticketmaster sold defendants tickets that Ticketmaster otherwise could  
5 have sold to legitimate users of the site.

6 121. Moreover, Does 7-8, through their fraudulent representations and  
7 omissions, obtained information about the workings and architecture of  
8 Ticketmaster's website and mobile app. They also used Ticketmaster's website and  
9 mobile platform to design and test their prohibited devices, which others then used  
10 to defraud Ticketmaster.

11 122. As a proximate result of this fraudulent misconduct, Ticketmaster has  
12 been damaged in an amount to be proven at trial.

13 123. Ticketmaster is informed and believes that Prestige, Prestige West,  
14 Renaissance, the Additional Purchasers, and Does 7-8 intended to injure  
15 Ticketmaster or willfully and consciously disregarded Ticketmaster's rights. The  
16 defendants' conduct constitutes clear and convincing evidence of oppression, fraud  
17 and malice under California Civil Code Section 3294. As a result, Ticketmaster is  
18 entitled to an award of punitive damages against these defendants in an amount  
19 sufficient to deter them from future misconduct.

20 **EIGHTH CLAIM FOR RELIEF**

21 **Aiding and Abetting Fraud**

22 **(Against the Additional Purchasers and Does 7-8)**

23 124. Ticketmaster alleges and incorporates by reference all of the preceding  
24 paragraphs.

25 125. Insofar as the Additional Purchasers did not use bots to access  
26 Ticketmaster's website and mobile app but instead lent their accounts, identities,  
27 and/or credit and debit cards to Prestige, Prestige West, Renaissance, and others  
28 with actual knowledge that Prestige, Prestige West, Renaissance, and others would  
use them to help carry out their own fraudulent conduct toward Ticketmaster, the

1 Additional Purchasers aided and abetted this fraud by Prestige, Prestige West,  
2 Renaissance, and others.

3 126. Does 7-8, in turn, aided and abetted all of the fraudulent misconduct  
4 alleged above, in that they had actual knowledge that their customers were  
5 acquiring their products and services for the purpose of defrauding Ticketmaster,  
6 and they provided substantial assistance to those customers, including Prestige,  
7 Prestige West, and Renaissance, for this purpose by providing their products and  
8 services and counseling their customers how to exploit the Ticketmaster system.

9 127. Thus, the Additional Purchasers and Does 7-8 are liable for all of the  
10 damages and harm that Ticketmaster incurred by reason of the fraudulent  
11 misconduct of Prestige, Prestige West, Renaissance, and others.

12 128. Ticketmaster is informed and believes that the Additional Purchasers  
13 and Does 7-8 intended to injure Ticketmaster or willfully and consciously  
14 disregarded Ticketmaster's rights. The defendants' conduct constitutes clear and  
15 convincing evidence of oppression, fraud and malice under California Civil Code  
16 Section 3294. As a result, Ticketmaster is entitled to an award of punitive damages  
17 against these defendants in an amount sufficient to deter them from future  
18 misconduct.

19 **NINTH CLAIM FOR RELIEF**  
20 **Inducing Breach of Contract**  
**(Against Does 7-10)**

21 129. Ticketmaster alleges and incorporates by reference all of the preceding  
22 paragraphs.

23 130. At all relevant times, the home page and most other pages on  
24 ticketmaster.com informed users that their use of the website is subject to express  
25 terms and conditions set forth in the TOU, and that by continuing past the page in  
26 question, they expressly and/or impliedly agree to be bound by those terms. Users  
27 have a reasonable opportunity to review the TOU upon first entering the website,  
28 and they also have a reasonable opportunity to review the TOU during their use of

1 the site. The link to the TOU is displayed in such a manner as to provide  
2 consumers with notice of the TOU's existence. Similarly, the mobile app contains  
3 links to the TOU when a user creates an account or searches for tickets.

4 131. Ticketmaster is informed and believes, and on that basis alleges, that  
5 Does 7-10 expressly assented to the TOU when setting up accounts on  
6 ticketmaster.com or the mobile app and when submitting a request to purchase  
7 tickets. Thus, Ticketmaster is informed and believes that Does 7-10 repeatedly  
8 provided their express assent to the TOU.

9 132. The TOU prohibits, among other things, the use of bots, abusive use of  
10 the website and mobile app, and exceeding ticket limits. These terms of the TOU  
11 are fair and reasonable.

12 133. Ticketmaster performed all conditions, covenants and promises  
13 required under the TOU.

14 134. Prestige, Prestige West, Renaissance, and the Additional Purchasers  
15 repeatedly and systematically breached the TOU by using, individually or  
16 collectively, bots to access the website and mobile app and buy tickets, and by  
17 buying tickets in quantities that exceed the stated ticket limits. Ticketmaster is  
18 informed and believes that, as part of this misuse of Ticketmaster's website and  
19 mobile app, Prestige, Prestige West, Renaissance, and the Additional Purchasers  
20 repeatedly and systematically requested more than 1000 pages of Ticketmaster's  
21 website or mobile app in applicable 24-hour periods, made more than 800 reserve  
22 requests in applicable 24-hour periods, and accessed, reloaded or refreshed  
23 transactional events or ticketing pages and made other requests to transactional  
24 servers more than once during applicable 3-second intervals.

25 135. Does 7-8 knew of the TOU and that the TOU constitutes an agreement  
26 between Ticketmaster and customers of Does 7-8, including Prestige, Prestige  
27 West, Renaissance, and the Additional Purchasers. Moreover, Does 7-8 intended to  
28 cause their customers, including Prestige, Prestige West, Renaissance, and the

1 Additional Purchasers, to breach those agreements, or acted in reckless disregard as  
2 to whether they were causing those customers to breach their agreements with  
3 Ticketmaster.

4 136. The conduct of Does 7-8 caused their customers, including Prestige,  
5 Prestige West, Renaissance, and the Additional Purchasers, to breach their contracts  
6 with Ticketmaster. In fact, the bots provided by Does 7-8 were the means by which  
7 Prestige, Prestige West, Renaissance, and the Additional Purchasers did in fact  
8 breach their contracts with Ticketmaster.

9 137. Does 9-10 also knew of the TOU and that the TOU constitutes an  
10 agreement between Ticketmaster and Prestige, Prestige West, Renaissance, and the  
11 Additional Purchasers. Does 9-10 intended to cause Prestige, Prestige West,  
12 Renaissance, and the Additional Purchasers to breach those agreements by offering  
13 to purchase tickets from Prestige, Prestige West, Renaissance, and the Additional  
14 Purchasers while knowing or recklessly disregarding that Prestige, Prestige West,  
15 Renaissance, and the Additional Purchasers would procure those tickets from  
16 Ticketmaster in a manner that violates the TOU.

17 138. The conduct of Does 9-10 caused Prestige, Prestige West,  
18 Renaissance, and the Additional Purchasers to breach their contracts with  
19 Ticketmaster.

20 139. Ticketmaster has been harmed as a result, and the conduct of Does 7-  
21 10 was a substantial factor in causing such harm. The TOU contains a liquidated  
22 damages provision described in detail above.

23 140. Ticketmaster is entitled to liquidated damages from Does 7-10 in  
24 accordance with that provision, in an amount to proven at trial when the full extent  
25 of the requests for pages on Ticketmaster's website and mobile app by Prestige,  
26 Prestige West, Renaissance, and the Additional Purchasers is ascertained. In  
27 addition, Ticketmaster is entitled to compensatory damages, in an amount to be  
28 proven at trial, for (i) abusive conduct that falls outside the scope of the liquidated



1 damages provision, and (ii) as an alternative to liquidated damages should the  
2 liquidated damages provision be unenforceable for any reason.

3 141. Ticketmaster is informed and believes that Does 7-10 intended to  
4 injure Ticketmaster or willfully and consciously disregarded Ticketmaster's rights.  
5 The defendants' conduct constitutes clear and convincing evidence of oppression,  
6 fraud and malice under California Civil Code Section 3294. As a result,  
7 Ticketmaster is entitled to an award of punitive damages against these defendants in  
8 an amount sufficient to deter them from future misconduct.

9  
10 **TENTH CLAIM FOR RELIEF**  
**Intentional Interference with Contractual Relations**  
**(Against Does 7-10)**

11 142. Ticketmaster alleges and incorporates by reference all of the preceding  
12 paragraphs.

13 143. As alleged above, Prestige, Prestige West, Renaissance, and the  
14 Additional Purchasers were bound by the TOU on Ticketmaster's website and  
15 mobile app and at all relevant times Does 7-10 were aware that Prestige, Prestige  
16 West, Renaissance, and the Additional Purchasers were bound by the TOU.  
17 Moreover, at all relevant times, Does 7-10 were aware of the content of the TOU.

18 144. The TOU prohibits, among other things, the use of bots, abusive use of  
19 the website or mobile app, and exceeding ticket limits. These terms of the TOU are  
20 fair and reasonable.

21 145. Ticketmaster performed all conditions, covenants and promises  
22 required to be performed by it in accordance with the TOU.

23 146. By marketing and selling bots to circumvent Ticketmaster's security  
24 devices and providing tools and assistance to their customers to enable them to  
25 inundate Ticketmaster's website and mobile app with requests and excess ticket  
26 purchases, Does 7-8 intended to disrupt the performance of the contracts between  
27 Ticketmaster and Prestige, Prestige West, Renaissance, and the Additional  
28

1 Purchasers, or acted in reckless disregard as to whether they would disrupt the  
2 performance of those contracts.

3 147. By offering to purchase tickets from Prestige, Prestige West,  
4 Renaissance, and the Additional Purchasers, Does 9-10 intended to disrupt the  
5 performance of the contracts between Ticketmaster and Prestige, Prestige West,  
6 Renaissance, and the Additional Purchasers, or acted in reckless disregard as to  
7 whether they would disrupt the performance of those contracts because Does 9-10  
8 knew Prestige, Prestige West, Renaissance, and the Additional Purchasers would  
9 procure tickets from Ticketmaster in a manner that would violate the TOU.

10 148. Prestige, Prestige West, Renaissance, and the Additional Purchasers  
11 repeatedly and systematically breached the TOU as alleged in Paragraphs 40-55.  
12 For example, these defendants used, or cooperated in the use of, bots to access the  
13 website and mobile app to buy tickets, and purchased tickets in quantities that  
14 exceed ticket limits. Ticketmaster is informed and believes, and on that basis  
15 alleges, that as part of this misuse of Ticketmaster's website and mobile app,  
16 Prestige, Prestige West, Renaissance, and the Additional Purchasers repeatedly and  
17 systematically requested more than 1000 pages of Ticketmaster's website or mobile  
18 app in applicable 24-hour periods, made more than 800 reserve requests in  
19 applicable 24-hour periods, and accessed, reloaded or refreshed transactional events  
20 or ticketing pages and made other requests to transactional servers more than once  
21 during applicable 3-second intervals.

22 149. The conduct of Does 7-10 made it substantially more difficult and  
23 expensive for Ticketmaster to perform under those contracts. As alleged in more  
24 detail in Paragraphs 40-55 above, these violations damaged Ticketmaster by,  
25 among other things, diminishing the inventory of tickets available through  
26 Ticketmaster to legitimate consumers, causing artificially high levels of tickets to  
27 be placed on reserve and thereby interfering with the transmission of real time sales  
28 information to Ticketmaster's clients, bypassing required website or mobile app

1 entry and exit points, which directly and indirectly reduces integral revenue  
2 opportunities, altering website and mobile app security features through  
3 manipulation of request limit monitoring, requiring Ticketmaster to undertake  
4 extraordinary actions to monitor and enhance website and mobile app  
5 infrastructure, and significantly increasing costs of data storage, computer  
6 processing, troubleshooting and system maintenance. Thus, the conduct of Does  
7 7-10 was a substantial factor in causing harm to Ticketmaster.

8 150. The TOU contains a liquidated damages provision described in detail  
9 above. Ticketmaster is entitled to liquidated damages from Does 7-10 in  
10 accordance with such liquidated damages provision, in an amount to proven at trial,  
11 when the full extent of the requests for pages on Ticketmaster's website and mobile  
12 platform by Prestige, Prestige West, Renaissance, and the Additional Purchasers is  
13 ascertained. In addition, Ticketmaster is entitled to compensatory damages, in an  
14 amount to be proven at trial, for (i) abusive conduct that falls outside the scope of  
15 the liquidated damages provision, and (ii) as an alternative to liquidated damages  
16 should the liquidated damages provision be unenforceable for any reason.

17 151. Ticketmaster is informed and believes that Does 7-10 intended to  
18 injure Ticketmaster or willfully and consciously disregarded Ticketmaster's rights.  
19 The defendants' conduct constitutes clear and convincing evidence of oppression,  
20 fraud and malice under California Civil Code Section 3294. As a result,  
21 Ticketmaster is entitled to an award of punitive damages against these defendants in  
22 an amount sufficient to deter them from future misconduct.

23 **ELEVENTH CLAIM FOR RELIEF**  
24 **Violation Of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.***  
25 **(Against Prestige, Prestige West, Renaissance, Additional Purchasers, and**  
26 **Does 7-8)**

26 152. Ticketmaster alleges and incorporates by reference all of the preceding  
27 paragraphs.  
28

1 153. Ticketmaster's computers are involved in interstate and foreign  
2 commerce and communication, and are protected computers under 18 U.S.C.  
3 Section 1030(e)(2).

4 154. Ticketmaster is informed and believes and on that basis alleges, that  
5 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8  
6 knowingly and intentionally accessed Ticketmaster's computers without  
7 authorization or in excess of authorization as defined by Ticketmaster's TOU and  
8 the May 2015 cease and desist letter.

9 155. Ticketmaster is informed and believes and on that basis alleges, that  
10 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 obtained  
11 valuable information from Ticketmaster's ticketing systems, including but not  
12 limited to information on Ticketmaster's security measures and ticketing practices,  
13 and used that information to purchase tickets to resell at a profit.

14 156. Defendants' conduct caused Ticketmaster a loss of over \$5000 in a  
15 one-year period. Among other things described in more detail in Paragraphs 40-55,  
16 Ticketmaster conducted several damage assessments, designed new security  
17 features, and diverted resources to combat defendants' unauthorized use of  
18 Ticketmaster's website and mobile platform.

19 157. As a proximate result of these defendants' wrongful conduct,  
20 Ticketmaster suffered and continues to suffer significant damage and irreparable  
21 harm. Therefore, Ticketmaster is entitled to an award of compensatory damages  
22 under 18 U.S.C. Section 1030(g).

23 **TWELFTH CLAIM FOR RELIEF**  
24 **Violation Of Computer Data Access and Fraud Act, Cal. Penal Code § 502 *et***  
25 **(Against Prestige, Prestige West, Renaissance, Additional Purchasers, and**  
26 **Does 7-8)**

27 158. Ticketmaster alleges and incorporates by reference all of the  
28 preceding paragraphs.

1           159. Ticketmaster is informed and believes and on that basis alleges, that  
2 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
3 knowingly and without permission altered, damaged, deleted, destroyed, or  
4 otherwise used data from Ticketmaster’s computer system in order to (i) execute a  
5 scheme or artifice to defraud and deceive Ticketmaster, and (ii) wrongfully obtain  
6 data and property, both in violation of California Penal Code Section 502(c)(1).

7           160. Ticketmaster is informed and believes and on that basis alleges, that  
8 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
9 knowingly and without permission taken, copied, and made use of Ticketmaster’s  
10 tickets and other data, in violation of California Penal Code Section 502(c)(2).

11           161. Ticketmaster is informed and believes and on that basis alleges, that  
12 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
13 knowingly caused Ticketmaster’s computer services to be used without permission,  
14 in violation of California Penal Code Section 502(c)(3).

15           162. Ticketmaster is informed and believes and on that basis alleges, that  
16 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
17 knowingly and without permission altered, damaged, deleted, or destroyed data on  
18 Ticketmaster’s internal and external computer system, in violation of California  
19 Penal Code Section 502(c)(4).

20           163. Ticketmaster is informed and believes and on that basis alleges, that  
21 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
22 knowingly and without permission disrupted or caused the disruption and denial of  
23 computer services to authorized, human users of Ticketmaster’s computer system,  
24 in violation of California Penal Code Section 502(c)(5).

25           164. Ticketmaster is informed and believes and on that basis alleges, that  
26 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have  
27 knowingly and without permission provided, or assisted in providing, a means of  
28

1 accessing Ticketmaster’s website, in violation of California Penal Code Section  
2 502(c)(6).

3 165. Ticketmaster is informed and believes and on that basis alleges, that  
4 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8  
5 knowingly accessed Ticketmaster’s website in violation of the Terms of Use and  
6 thus without permission, in violation of California Penal Code Section 502(c)(7).

7 166. Ticketmaster is informed and believes and on that basis alleges, that  
8 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8 gained  
9 knowledge of their improper access of Ticketmaster’s computer system by, among  
10 other things, creating Ticketmaster accounts, using Ticketmaster accounts, and  
11 receiving a cease and desist letter in May 2015.

12 167. Ticketmaster is informed and believes and on that basis alleges, that  
13 Prestige, Prestige West, Renaissance, Additional Purchasers, and Does 7-8  
14 improperly obtained and sold tickets, in violation of California Penal Code Section  
15 502, by breaching or acting in excess of the TOU and circumventing Ticketmaster’s  
16 website and mobile app’s security measures, among other things.

17 168. As a direct and proximate result of defendants’ unlawful conduct  
18 within the meaning of California Penal Code Section 502, defendants damaged  
19 Ticketmaster by, among other things more thoroughly detailed in paragraphs 40-55,  
20 diminishing the inventory of tickets available through Ticketmaster to legitimate  
21 consumers, requiring Ticketmaster to take extraordinary actions to monitor its  
22 website, and increasing the costs of data storage.

23 169. Pursuant to California Penal Code Section 502(e), Ticketmaster is  
24 entitled to an injunction, compensatory damages, attorneys’ fees, and other  
25 equitable relief as prayed for in this Complaint.

26 170. Defendants have acted with oppression, fraud and malice toward  
27 Ticketmaster, entitling Ticketmaster to an award of punitive damages in an amount  
28 sufficient to deter them from future misconduct.

**THIRTEENTH CLAIM FOR RELIEF**  
**Violation Of Anti-scalping Law, N.Y. Arts & Cult. Aff. Law § 25.01 et seq.**  
**(Against Prestige, Prestige West and Renaissance)**

171. Ticketmaster alleges and incorporates by reference all of the preceding paragraphs.

172. Ticketmaster is informed and believes and on that basis alleges, that Prestige, Prestige West, and Renaissance used bots to access the Ticketmaster website and mobile app, bypass security measures and buy retail tickets to live entertainment events in New York. For example, accounts traceable to Prestige, Prestige West, and Renaissance purchased tens of thousands of tickets to the New York stage play, *Hamilton*, using bots that intentionally bypassed Ticketmaster’s security measures. Ticketmaster is informed and believes and on that basis alleges, that Prestige, Prestige West, and Renaissance improperly acquired tickets to many live events in New York.

173. Ticketmaster is informed and believes that Prestige, Prestige West, and Renaissance intentionally maintained and controlled bots at colocation facilities and on other servers, or knowingly used bots maintained and controlled by Additional Purchasers or Does 7-8 to improperly purchase tickets from Ticketmaster’s website and mobile app.

174. As a proximate result of Prestige, Prestige West, and Renaissance’s wrongful conduct, Ticketmaster suffered and continues to suffer significant damage and irreparable harm. As a result, Ticketmaster is entitled to an award of up to three times its actual damages to be proven at trial, an injunction, and reasonable attorney’s fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Ticketmaster respectfully requests that the Court:

1. Enjoin all Defendants from:
  - a. infringing or assisting any other person in infringing Ticketmaster’s rights in its copyrighted ticketmaster.com website and mobile app

1 works as set forth herein by copying pages from that website or mobile app in  
2 excess of the scope of the license granted by Ticketmaster's Terms of Use;

3 b. manufacturing, adapting, modifying, exchanging, distributing,  
4 creating, importing, trafficking in, or using any bots, programs or other technology,  
5 products, services, devices, components, or parts thereof to circumvent the  
6 technological measures by which Ticketmaster controls access to its website and  
7 mobile app;

8 c. accessing, visiting, purchasing tickets on, facilitating the  
9 purchase of tickets on, or otherwise using ticketmaster.com or Ticketmaster's  
10 mobile app for any purpose that is in excess of the agreement formed by the Terms  
11 of Use by which users are permitted to visit that website and mobile app;

12 d. using, or causing, urging or assisting any other person to use,  
13 bots to access Ticketmaster's website or mobile app;

14 e. using, or causing, urging or assisting any other person to use,  
15 any program that is designed to circumvent security measures such as CAPTCHA  
16 and splunk to attempt to access Ticketmaster's website and mobile app;

17 f. designing, selling or marketing any program or device that is  
18 designed to provide an automated means of accessing Ticketmaster's website or  
19 mobile app or that is designed to circumvent security measures such as CAPTCHA  
20 and splunk on Ticketmaster's website and mobile app;

21 g. soliciting the design, purchase, sale or use of any program or  
22 device that is designed to provide an automated means of accessing Ticketmaster's  
23 website or mobile app or that is designed to circumvent security measures such as  
24 CAPTCHA or splunk on Ticketmaster's website or mobile app;

25 h. purchasing, selling, transferring or acquiring any program or  
26 device that is designed to provide an automated means of accessing Ticketmaster's  
27 website or mobile app or that is designed to circumvent security measures such as  
28 CAPTCHA or splunk on Ticketmaster's website or mobile app;



1 i. abusing Ticketmaster’s website or mobile app in any way, such  
2 as exceeding limits in the Terms of Use for requesting web pages and making  
3 requests to transactional servers more than once during any three-second interval;

4 j. purchasing tickets in excess of ticket limits; and

5 k. reselling any tickets obtained through Ticketmaster that were  
6 not obtained legitimately in accordance with the Terms of Use;

7 2. Order that Defendants be required to:

8 a. account for, hold in constructive trust, pay over to Ticketmaster,  
9 and otherwise disgorge all profits derived by Defendants from their individual and  
10 collective misconduct as alleged herein; and

11 b. pay to Ticketmaster the costs of this action, together with  
12 reasonable attorneys’ fees and disbursements, in accordance with federal and  
13 California law, including but not limited to 17 U.S.C. Sections 505 and 1203;

14 3. Award to Ticketmaster liquidated, compensatory, statutory and  
15 punitive damages; and

16 4. Award to Ticketmaster all further relief, as the Court deems just and  
17 equitable.

18

19 Dated: October 2, 2017

MANATT, PHELPS & PHILLIPS, LLP  
ROBERT H. PLATT  
MARK S. LEE  
DONALD R. BROWN  
ALEXANDRA N. HILL

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By: Robert H. Platt   
Robert H. Platt  
Attorneys for Plaintiff  
TICKETMASTER L.L.C.

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**JURY DEMAND**

Ticketmaster demands a jury trial in this action.

Dated: October 2, 2017

MANATT, PHELPS & PHILLIPS, LLP  
ROBERT H. PLATT  
MARK S. LEE  
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