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 TICKETMASTER L.L.C.

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

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

13 Plaintiff,

14 vs.

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

19 Defendants.
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Case No. CV

FIRST AMENDED COMPLAINT
 FOR:

- (1) BREACH OF CONTRACT;
- (2-4) DIRECT AND SECONDARY
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 West, Inc., Renaissance Ventures LLC,
3 Nicholas Lombardi, Steven K. Lichtman, and Does 1-10 (collectively,
4 “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, which have included applications commonly known as CAPTCHA
5 (“Completely Automated Public Turing test to tell Computers and Humans Apart”)
6 and commercial products (*e.g.*, splunk), designed to detect bots and to prevent them
7 from accessing the website or mobile app and purchasing tickets in violation of the
8 TOU. Ticketmaster also assigns several unique identification numbers to each
9 purchaser, which enables Ticketmaster to clearly identify and track irregular (*i.e.*,
10 non-human) customer behavior. Nonetheless, certain users of the website and
11 mobile app manage to evade these various security features and use bots to the
12 detriment of Ticketmaster, its clients, and the general public.

13 5. Ticketmaster is informed and believes, and on that basis alleges, that
14 defendants Prestige Entertainment West, Inc. (“Prestige West”) and Renaissance
15 Ventures LLC (“Renaissance”)—often doing business as Prestige Entertainment—
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 West, Renaissance, and the Additional
21 Purchasers inundate Ticketmaster’s website and mobile app with page requests and
22 ticket reserve requests far in excess of amounts permitted under the terms of the
23 TOU. For example, the defendants purchased tens of thousands of tickets for the
24 New York stage play *Hamilton*—often thirty to forty percent of the entire amount
25 of tickets available for a given performance. Defendants, by using bots, were also
26 able to procure a majority of the tickets available through Ticketmaster to the high-
27 profile *Mayweather v. Pacquiao* boxing match in Las Vegas in 2015. As part of
28 this conspiracy to circumvent Ticketmaster’s security measures through the use of

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

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

21 7. In addition, Ticketmaster is informed and believes, and on that basis
22 alleges, that Does 9-10 assisted and conspired with Prestige West, Renaissance, and
23 the Additional Purchasers by purchasing the tickets that Prestige West,
24 Renaissance, and the Additional Purchasers improperly obtained from
25 Ticketmaster. Does 9-10 knowingly or recklessly disregarded that those tickets had
26 been obtained in violation of Ticketmaster’s legal rights.

27 8. These deceptive and improper tactics have caused, and continue to
28 cause, harm to Ticketmaster as well as to consumers who rely on Ticketmaster to

1 lawfully purchase tickets through Ticketmaster’s website and mobile app. The use
2 of bots, which can access a website or mobile app and complete tasks far more
3 quickly than human users, deprives legitimate consumers the opportunity to
4 purchase tickets through Ticketmaster. Furthermore, bots purchase tickets in
5 quantities far in excess of contractual ticket limits, which compounds the problem.
6 The use of bots also circumvents Ticketmaster’s technological copy protection
7 systems and results in the improper and unlicensed copying of pages from the
8 website and mobile app. In addition, the use of bots alters and obfuscates data on
9 the website and mobile app and interferes with the website and mobile apps’
10 operation, increases Ticketmaster’s operational costs, deprives Ticketmaster, its
11 clients and its advertisers of various revenue streams, and drives existing and
12 potential clients and customers away from Ticketmaster by making it more difficult
13 for existing and potential customers to lawfully obtain the tickets of their choice
14 through Ticketmaster.

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

24 **THE PARTIES**

25 10. Plaintiff Ticketmaster L.L.C. is a Virginia limited liability company
26 with its principal place of business in Los Angeles, California. The sole member of
27 Ticketmaster L.L.C. is Live Nation Entertainment, Inc., a Delaware corporation
28 with its principal place of business in Beverly Hills, California.

1 11. Ticketmaster is informed and believes, and on that basis alleges, that
2 defendant Prestige Entertainment West, Inc. is a company incorporated in
3 California with its principal place of business in California.

4 12. Ticketmaster is informed and believes, and on that basis alleges, that
5 defendant Renaissance Ventures is a limited liability company organized under the
6 laws of the State of Connecticut with its principal place of business in Connecticut.
7 Ticketmaster is further informed and believes, and on that basis alleges, that
8 Prestige Entertainment West, Inc., Renaissance Ventures and their principals do
9 business under the name of Prestige Entertainment.

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

12 14. Ticketmaster is informed and believes, and on that basis alleges, that
13 defendant Steven K. Lichtman is an individual who resides in Florida, and who
14 supervises and directs the affairs of Prestige West and Renaissance Ventures.

15 15. The true names, residences and capacities, whether individual,
16 corporate or otherwise, of defendants Does 1 through 10 are unknown to
17 Ticketmaster, and Ticketmaster therefore sues those defendants under such
18 fictitious names. Ticketmaster is informed and believes, and on that basis alleges,
19 that each defendant was, and is, an agent and employee of the remaining
20 defendants, and in doing the things alleged herein, was acting within the course and
21 scope of such agency and employment and with the knowledge, consent and
22 approval of the other defendants. Ticketmaster is informed and believes, and on
23 that basis alleges, that each defendant is responsible in some manner for the acts
24 alleged herein and for the damages that Ticketmaster has sustained. Ticketmaster
25 will further amend this Complaint to show the true names and capacities of Does 1-
26 10 when such names and identities are ascertained.¹

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

9 **FACTS**

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

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

19 18. Demand for tickets sold through Ticketmaster, including via
20 ticketmaster.com and the mobile app, often exceeds the supply of tickets available
21 for purchase. Because Ticketmaster may only sell tickets that its clients release to
22 Ticketmaster for sale, Ticketmaster cannot expand or adjust the supply of tickets to
23 meet the demand. Moreover, Ticketmaster’s clients generally set the price of the
24 tickets sold through Ticketmaster and oftentimes set prices at below market rates.
25 These factors can inspire intense competition among consumers to purchase tickets
26 for events the moment that such tickets become available for sale on
27 ticketmaster.com and the mobile app.
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1 19. Recognizing the reality of this ultra-competitive marketplace to
2 acquire tickets, Ticketmaster has undertaken various measures to make the ticket
3 buying process as fair and equitable as possible for consumers. For example,
4 Ticketmaster attempts to regulate the speed with which users may copy the pages
5 necessary to search for, reserve, and purchase tickets on ticketmaster.com and the
6 mobile app. At its clients' request, Ticketmaster also limits the number of tickets
7 that may be purchased in any single transaction or to a specific event.

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

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

23 22. Yet another security measure is known as “OTL” or “Over Ticket
24 Limit.” Ticketmaster created this security feature to monitor ticket purchases in
25 real time. If a consumer or bot attempts to purchase more tickets than the stated
26 limit, an automated program blocks the purchase. Ticketmaster monitors these
27 problematic accounts programmatically to ensure these purchasers (often, bots) are
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1 blocked from future sales. Ticketmaster paid far in excess of \$5000 to implement
2 and maintain OTL in direct response to defendants’ abusive use of the system.

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

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

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

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

1 26. Furthermore, to purchase tickets through ticketmaster.com or the
2 mobile app, users have always been required to set up an account with
3 Ticketmaster, and in doing so, users have been instructed to review and agree to the
4 TOU as a condition for using the website or mobile app. At all relevant times, it
5 has been necessary as part of the account set-up procedure on the website for the
6 user to expressly consent to the TOU by clicking a button labeled “Accept and
7 Continue.” (A copy of the current version of the webpage with the “Accept and
8 Continue” button as part of the account set-up procedure is attached hereto as
9 Exhibit “B.”) The mobile app places the TOU disclaimer directly below the button
10 labeled “Create Account” or “Create An Account.” (A copy of the current version
11 of the mobile app with the TOU disclaimer is attached hereto as Exhibit “C.”)
12 Because a consumer must create an account to purchase tickets, a user must
13 encounter this particular TOU disclaimer.

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

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

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

3 Website/App Program	Registration No.	App./Reg. Date
4 Ticketmaster.com: Online Order Search	TX-5-067-039	May 30, 2000
5 Ticketmaster.com: Order Information	TX-5-067-040	May 30, 2000
6 Ticketmaster.com Website Homepage, Event Ticket Order Pages	TXu-1-348-580	May 22, 2007
7 Event Ticket Order Validation Code	TXu-1-348-581	May 22, 2007
8 Event Ticket Order Limiting Code	TXu-1-348-582	May 22, 2007
9 Ticketmaster Interactive Seat Map Version 2012	TX-7-628-432	January 25, 2013
10 Ticketmaster Android Platform (2011)	TX 8-421-812	June 27, 2017
11 Ticketmaster Android Platform (2012)	TX 8-421-809	June 27, 2017
12 Ticketmaster Android Platform (2013)	TX 8-421-791	June 27, 2017
13 Ticketmaster Android Platform (2014)	TX 8-422-087	June 27, 2017
14 Ticketmaster Android Platform (2015)	TX 8-422-094	June 27, 2017
15 Ticketmaster Android Platform (2016)	TX 8-422-093	June 27, 2017
16 Ticketmaster Android Platform (2017)	TX 8-423-622	June 27, 2017
17 Ticketmaster iOS Platform (2010)	TX 8-421-829	June 27, 2017

1	Ticketmaster iOS Platform (2011)	TX 8-421-822	June 27, 2017
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3	Ticketmaster iOS Platform (2012)	TX 8-422-885	June 27, 2017
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5	Ticketmaster iOS Platform (2013)	TX 8-422-881	June 27, 2017
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7	Ticketmaster iOS Platform (2014)	TX 8-421-831	June 27, 2017
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9	Ticketmaster iOS Platform (2015)	TX 8-422-883	June 27, 2017
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11	Ticketmaster iOS Platform (2016)	TX 8-422-595	June 27, 2017
12			
13	Ticketmaster iOS Platform (2017)	TX 8-421-819	June 27, 2017
14			
15	Ticketmaster Website Ticket Purchase (2017)	TX 8-436-844	November 15, 2017

29. As described above, users who wish to purchase tickets through ticketmaster.com or the mobile app must navigate through a series of pages by clicking (or in the case of mobile phones and tablets, tapping) on designated hypertext links on those pages. Viewing Ticketmaster’s homepage and clicking (or tapping) on the hyperlinks to reach the various other pages that must be viewed to purchase tickets from the website or mobile app causes copies of each of those pages to be created and to appear on a user’s computer, phone or tablet.

30. The TOU (Ex. A hereto) states up front that “[t]he following are the terms of use (‘Terms’) that govern your use of the Ticketmaster sites and applications where this appears (collectively, the ‘Site’).” The current version of the TOU includes a section called Ownership of Content and Grant of Conditional License. That section states in part as follows:

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and

1 HTML code, source code, or software that reside or are
 2 viewable or otherwise discoverable on the Site, and all
 3 tickets obtained from the Site, (collectively, the
 4 "Content") are owned by us or our licensors. We own a
 5 copyright and, in many instances, patents and other
 6 intellectual property in the Site and Content. We may
 7 change the Content and features of the Site at any time.

8 We grant you a limited, conditional, no-cost, non-
 9 exclusive, non-transferable, non-sub-licensable license to
 10 view this Site and its Content to purchase tickets as
 11 permitted by these Terms for non-commercial purposes
 12 only if, as a condition precedent, you agree that you will
 13 not:

- 14 • Modify, adapt, sub-license, translate, sell, reverse
 15 engineer, decompile or disassemble any portion of
 16 the Site or otherwise attempt to derive any source
 17 code or underlying ideas or algorithms of any part
 18 of the Content;
- 19 • Use any robot, spider, offline reader, site
 20 search/retrieval application or other manual or
 21 automatic device, tool, or process to retrieve, index,
 22 data mine or in any way reproduce or circumvent
 23 the navigational structure or presentation of the
 24 Content or the Site, including with respect to any
 25 CAPTCHA displayed on the Site. . . .;
- 26 • Use any automated software or computer system to
 27 search for, reserve, buy or otherwise obtain tickets,
 28 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;

- 1 • Decode, decrypt, modify, or reverse engineer any
- 2 tickets or underlying algorithms or barcodes used
- 3 on or in production of tickets or the Site;
- 4 • Use the Site or the Content in an attempt to, or in
- 5 conjunction with, any device, program or service
- 6 designed to circumvent any technological measure
- 7 that effectively controls access to, or the rights in,
- 8 the Site and/or Content in any way including,
- 9 without limitation, by manual or automatic device
- 10 or process, for any purpose.

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

12 This license is expressly conditioned on your preexisting

13 agreement to comply with, and your actual compliance

14 with, each of the provisions described in this Ownership

15 of Content and Grant of Conditional License section.

16 This license exists only so long as you strictly comply

17 with each of the provisions described in this section. Any

18 use of the Site or Content by you or anyone acting on

19 your behalf that does not strictly comply with each and

20 every provision in this section exceeds the scope of the

21 license granted to you herein, constitutes unauthorized

22 reproduction, display, or creation of unauthorized

23 derivative versions of the Site and Content, and infringes

24 our copyrights, trademarks, patents and other rights in the

25 Site and Content. You will not acquire any ownership

26 rights by using the Site or the Content.

27 32. Thus, any use of the website or mobile app that violates any of the

28 various prohibitions in the TOU—for example, using robots, spiders and other

automated devices to improperly navigate the website or mobile app and request,

reserve and purchase tickets, making any other attempts to circumvent

technological measures intended to protect the website and mobile app, and making

excessive page and reserve requests—exceeds the scope of the user’s limited

copyright license. Ticketmaster has revised the TOU from time to time; however,

for at least the past fourteen years, every version of the TOU contained

substantially similar prohibitions on the use of bots, and prohibited other abusive

use of the website, as well as the mobile app when it became relevant.

33. The TOU also contains a “Code of Conduct” section that requires a

user to “comply with all applicable laws, rules and regulations.” In relevant part, a

user may not:

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- Restrict or inhibit any other person from using the Site
- Use the Site for any unlawful purpose
- Order a number of tickets for an event that exceeds the stated limit for that event
- Use any password or code to participate in a presale or 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

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

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

If you install or use our mobile application, software and services, including any accompanying documentation (collectively, “App”), we grant you a limited right to install and use the App on a single authorized device 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.

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

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

When purchasing tickets on our Site, you are limited to a specified number of tickets for each event (also known as a “ticket limit”). This ticket limit is posted during the purchase process and is verified with every transaction.

1 This policy is in effect to discourage unfair ticket buying
2 practices.

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

5 39. In sum, at all relevant times, the TOU, including the Purchase Policy,
6 prohibited users from, among other things, using bots to access and navigate the
7 site and conduct transactions, abusing the Ticketmaster system with excessive
8 requests for web pages, including reserve requests, and purchasing tickets in excess
9 of the ticket limit.

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

12 40. Based on information that Ticketmaster recently discovered, compiled
13 and analyzed, Ticketmaster is informed and believes, and on that basis alleges, that
14 for at least the past two years, Prestige West and Renaissance, with the assistance of
15 others, have been creating, contributing to, directing, inducing and supervising the
16 creation of, and using bots to navigate through ticketmaster.com and the
17 Ticketmaster mobile app to unlawfully purchase large quantities of tickets.

18 41. Based on this same investigation, Ticketmaster is informed and
19 believes, and on that basis alleges, that a substantial number of ticket purchases
20 involving defendants and the use of bots have been made in the name of the
21 Additional Purchasers (as defined in Paragraph 5 above). For example, a
22 substantial volume of ticket purchases that implicate the use of bots was made
23 through accounts in the name of the Additional Purchasers that are linked to email
24 addresses with the domain names @prestigeent.com and @1 Sound Shore
25 (Renaissance's business address). The Additional Purchasers either (i) used bots to
26 make purchases themselves, or (ii) knowingly allowed Prestige West, Renaissance,
27 and others to use their identities, credit and debit cards, and Ticketmaster accounts
28

1 to make such purchases, but under either circumstance the Additional Purchasers
2 would be liable.

3 42. User accounts serve as a form of password protection against
4 unauthorized access to Ticketmaster's information and tickets. When creating an
5 account, a user must create a password that is necessary for future access to the
6 account. Each time a user creates or later uses an account and password, the user
7 agrees, *inter alia*, to comply with the TOU to gain access to some of Ticketmaster's
8 event information and ticket buying capability. Prestige West, Renaissance, and the
9 Additional Purchasers abuse this password protection system by creating and using
10 dummy accounts and passwords, thereby compromising the equity of the ticketing
11 system, violating the TOU, and exceeding the scope of the license granted by the
12 TOU. Therefore, Prestige West, Renaissance, and the Additional Purchasers'
13 access to the Ticketmaster website and mobile app is without authorization.

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

27 44. Ticketmaster is informed and believes, and on that basis alleges, that
28 Prestige West and Renaissance used at least five colocation facilities, with minimal

1 costs, to store their bots and gain access to high speed bandwidth that is unavailable
2 to the average ticket purchaser. For example, a majority of the tickets available on
3 Ticketmaster's platforms for the *Mayweather v. Pacquiao* boxing match were
4 bought and traced back to five colocation providers: Desert Cloud LLC, Nth Air,
5 NSI Hosting, Mac MINI Colos, and Galaxy Internet. Using the names, addresses,
6 and email addresses provided at the account creation phase, Ticketmaster traced the
7 ticket purchases made through these five colocation providers to Prestige West,
8 Renaissance, and the Additional Purchasers.

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

23 46. Throughout that time, these defendants repeatedly and systematically
24 requested and copied more than 1000 pages of the website and mobile app in
25 applicable 24-hour periods, made more than 800 reserve requests in applicable 24-
26 hour periods, and accessed, reloaded or refreshed transactional events or ticketing
27 pages and made other requests to transactional servers more than once during
28 applicable 3-second intervals. This conduct placed, and continues to place, a heavy

1 load on Ticketmaster's infrastructure, and far exceeds the scope of the license
2 granted by the TOU.

3 47. Ticketmaster is informed and believes, and on that basis alleges, that
4 many of defendants' ticket purchases involved ticket quantities far in excess of
5 stated ticket limits, and that most if not all of these wrongfully acquired tickets were
6 purchased for the commercial purpose of reselling them for a profit through various
7 means, including, for example, through StubHub.com and other ticket resale sites.
8 Though Ticketmaster used OTL and other methods to block or slow these excessive
9 ticket purchases, and to control access to portions of its computer system, the bots
10 used by defendants became increasingly sophisticated and continued purchasing
11 large volumes of tickets in excess of the stated limits. For example, Ticketmaster
12 uses cookies to track each computer using its systems. The bots would trade
13 cookies to make purchases coming from multiple computers appear to be coming
14 from the same computer. This tactic allowed defendants to hide problematic
15 accounts, but more importantly, the bots then more closely mirrored what
16 Ticketmaster's algorithms considered normal human use.

17 48. Ticketmaster is informed and believes, and on that basis alleges, that
18 Prestige West, Renaissance, and Additional Purchasers' bots utilized random
19 number and letter generators to improperly gain preferential access to events (*e.g.*,
20 pre-sales) that required special codes generally granted only to preferred
21 Ticketmaster customers. These defendants also used these random number and
22 letter generators to mirror and defeat Ticketmaster's own internal practice of
23 assigning unique identification numbers to users. Such unlawful practices allowed
24 these defendants to hide their identities; Ticketmaster's internal system could not
25 differentiate between its own numbers and the fake numbers generated by
26 defendants' bots. These practices violate the TOU.

27 49. In response to Prestige West, Renaissance and the Additional
28 Purchaser's excessive ticket purchases, Ticketmaster designed and implemented a

1 “Verified Fan” program in an effort to block these defendants and limit access to
2 tickets for popular events to real, human consumers. Consumers who register for
3 access through Ticketmaster’s Verified Fan program receive a unique password that
4 allows access to a ticket sale—the theory being that Ticketmaster could block any
5 attempt by persons or bots without the required password to purchase tickets for the
6 event. But bots such as those utilized by defendants managed to purchase tickets to
7 these events anyway, to the detriment of consumers with valid “Verified Fan”
8 passwords.

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

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

27 52. Throughout this course of misconduct, Prestige West, Renaissance,
28 and the Additional Purchasers attempted to evade Ticketmaster’s efforts to prevent

1 the use of bots. Although many bots cannot decipher and retype the random
2 characters or images generated by the CAPTCHA security program utilized on
3 ticketmaster.com, and thus cannot proceed past that screen to complete a ticket
4 transaction, some bots are designed to circumvent CAPTCHA while others are built
5 to present the CAPTCHA to a remote human at a “CAPTCHA farm” to complete
6 the challenge. Ticketmaster ultimately determined that these circumvention
7 measures and CAPTCHA farms, used by defendants and others, could consistently
8 “solve” the CAPTCHA more quickly than regular, human purchasers could, such
9 that CAPTCHA actually had become a hindrance to true consumers while not
10 effectively blocking bots on the website. Therefore, Ticketmaster recently
11 implemented other technological measures, such as OTL and third party bot
12 mitigation efforts, in an effort to ensure real consumers had a better opportunity to
13 purchase tickets and to block defendants and others using bots. Ticketmaster is
14 informed and believes, and on that basis alleges, that Prestige West, Renaissance,
15 and the Additional Purchasers used (or substantially assisted in the use of) such
16 devices or methods for at least the past two years.

17 53. The Ticketmaster system is designed to detect the presence of a bot
18 and Ticketmaster repeatedly blocked defendants’ bots and IP addresses during the
19 relevant period. When the Ticketmaster system detected defendants’ use of bots,
20 the system blocked the attacker at different places in the technology stack and
21 generated further messages and warnings to the user explaining that the use of such
22 devices is prohibited. Once a bot is detected by the system, the attacker is not
23 allowed to continue. Ticketmaster is informed and believes, and on that basis
24 alleges, that its system generated such messages in response to bots used by
25 Prestige West, Renaissance, and the Additional Purchasers. However, the
26 defendants ignored these messages, and instead continued to unlawfully use bots to
27 navigate through the Ticketmaster website and mobile app and wrongfully acquire
28 tickets.

1 54. The Ticketmaster system is also designed to disallow the progress of a
2 bot when such a device is detected. Ticketmaster is informed and believes, and on
3 that basis alleges, that Ticketmaster's system disabled bots used by Prestige West,
4 Renaissance, and the Additional Purchasers. However, Ticketmaster is informed
5 and believes, and on that basis alleges, that in each such instance, defendants
6 simply deployed a new bot from a different application server, colocation facility,
7 and/or IP address, or other mechanism, effectively continuing their unauthorized
8 use of the Ticketmaster system and circumventing Ticketmaster's attempts to block
9 defendants' bots. Ticketmaster recently hired third party consultants to implement
10 additional bot mitigation measures that blocked bots at substantial expense to
11 Ticketmaster (far in excess of \$5000).

12 55. Ticketmaster has expended enormous resources attempting to block
13 defendants, only to face repeated further hacks by defendants and collateral,
14 unintended issues with Ticketmaster's legitimate customers. For example,
15 Ticketmaster blocked defendants after identifying their locations by blocking IP
16 addresses associated with Defendants' bots. However, doing so would occasionally
17 and unintentionally block IP addresses of legitimate purchasers as well, resulting in
18 customer complaints and loss of goodwill when those customers were unable to buy
19 tickets. Ticketmaster also blocked traffic from specific colocation servers tied to
20 defendants after tracking non-human, irregular use of the website emanating from
21 such facilities, but as previously mentioned, defendants simply traded tracking
22 information or deployed a new bot from a different application server, colocation
23 facility, and/or IP address, or other mechanism, and continued the abusive use of
24 the Ticketmaster site despite Ticketmaster's constant efforts to block the bots from
25 the system.

26 56. Ticketmaster is informed and believed and on that basis alleges, that
27 Prestige West, Renaissance, and the Additional Purchasers migrated the bulk of
28 their purchases to the mobile app. In order to accomplish that migration, these

1 defendants hacked the mobile app, stole certificates (*i.e.*, security tokens), and then
2 used this information to run their bots through application programming interfaces
3 intended only for the mobile app.

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

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

1 limited to Ticketmaster's algorithms, internal tracking information, certificates,
2 code, and ultimately, tickets.

3 **E. Defendants Ignored Ticketmaster's Cease and Desist Letter.**

4 59. After tracing the bot-related ticket purchases for the *Mayweather-*
5 *Pacquiao* boxing match to Renaissance, Ticketmaster sent a cease and desist letter
6 in May 2015 addressed to defendant Nicholas Lombardi describing some of the
7 evidence Ticketmaster had uncovered that linked him, his colleagues, and their
8 companies (which the letter referred to as Prestige Entertainment) to the improper
9 ticket purchases, and outlined violations of Ticketmaster's TOU. The letter also
10 noted a violation of Ticketmaster's Purchase Policy, which limits the number of
11 tickets a user may purchase for a particular event. The letter closed by demanding
12 that Mr. Lombardi, "Prestige Entertainment," "and any other companies or
13 individuals under [their] direction or control cease and desist from any further
14 violations of Ticketmaster's rights." (A copy of the May 2015 cease and desist
15 letter is attached hereto as Exhibit "E.")

16 60. Mr. Lombardi acknowledged receipt of the cease and desist letter, but
17 defendants' injurious conduct described in paragraphs 40-58 nevertheless
18 continued. For example, Ticketmaster is informed and believes, and on that basis
19 alleges, that Prestige West, Renaissance, and Additional Purchasers used bots and
20 colocation servers to purchase approximately 30,000 tickets to the New York stage
21 play, *Hamilton*, after receipt of Ticketmaster's cease and desist letter. Defendants
22 often bought between thirty and forty percent of Ticketmaster's available inventory
23 of tickets for particular shows of *Hamilton*. Prestige West, Renaissance, and
24 Additional Purchasers' unauthorized access of Ticketmaster's website and mobile
25 app forced Ticketmaster to expend additional resources, including increasing its
26 security measures to identify, prevent, and block these defendants from continuing
27 to purchase large volumes of tickets using bots.

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

3 61. The use of bots and other software to circumvent security measures on
4 a ticket retail platform violates California and New York law. *See, e.g.*, Cal. Bus.
5 & Prof. Code § 22505.5; Cal. Penal Code § 502; N.Y. Arts and Cult. Aff. Law §
6 25.24. Ticketmaster’s TOU requires users to comply with all applicable laws.
7 Accordingly, Defendants’ use of bots to purchase tickets on Ticketmaster’s website
8 and mobile app breached the TOU because Defendants acted contrary to applicable
9 state law.

10 62. In May 2017, Renaissance agreed to pay \$3.35 million as part of a
11 settlement with the New York Attorney General based on its illegal use of bots to
12 buy large quantities of tickets to New York events for re-sale to the public. The
13 New York Attorney General’s office posted the following press release regarding
14 Renaissance’s bot use:

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

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

26 ///

27 ///

1 **G. Does 7-10 Have Engaged in Misconduct and Facilitated the Misconduct**
2 **of the Other Defendants.**

3 64. Does 7-8 facilitated the misconduct of Prestige West, Renaissance, and
4 the Additional Purchasers. Ticketmaster is informed and believes, and on that basis
5 alleges, that for at least the past two years, defendants Does 7-8 have, at the
6 direction, with the encouragement, and under the supervision of, and induced by,
7 Prestige West, Renaissance, and the Additional Purchasers, developed, marketed
8 and sold software applications that enable users like these defendants to employ
9 bots to unlawfully and improperly access Ticketmaster's website and mobile app in
10 order to quickly purchase large quantities of tickets in violation of the TOU. These
11 bots are designed to, and do, circumvent CAPTCHA and other security measures
12 on Ticketmaster's website and mobile app that are designed to block bots from the
13 Ticketmaster system.

14 65. Ticketmaster is informed and believes, and on that basis alleges, that
15 Prestige West, Renaissance and the Additional Purchasers knew that in order to
16 create the bots, Does 7-8 would have to download, reproduce, record and store on
17 their computer systems for extended periods of time (*e.g.*, by storing cookies on
18 their machines), large portions of Ticketmaster's copyrighted website and mobile
19 app, including copyrighted ticket purchase pages from Ticketmaster's website and
20 mobile app and the code from which those website and mobile app pages were
21 created. Such downloading, "reproducing," and "storing" on Does 7-8's computers
22 constitutes direct copyright infringement under *Perfect 10, Inc. v. Google, Inc.*, 805
23 F.3d 1137, 1169 (9th Cir. 2007).

24 66. Ticketmaster is informed and believes, and on that basis alleges, that
25 Does 7-8 did in fact download, record, and copy those pages onto their computer
26 systems, so they could study the pages and code, design technological means to
27 permit their bots to operate in the manner described herein, and circumvent
28 CAPTCHA and other technical security measures that were intended to prevent

1 unauthorized intrusions into Ticketmaster's website and prevent or block bots from
2 improperly accessing Ticketmaster's website and mobile app.

3 67. Furthermore, Ticketmaster is informed and believes, and on that basis
4 alleges, that Prestige West, Renaissance, and the Additional Purchasers directed
5 Does 7-8 to download, reproduce, record, and store on their computer systems large
6 portions of Ticketmaster's copyrighted website and mobile app, including
7 copyrighted ticket purchase pages from Ticketmaster's website and mobile app and
8 the code from which those website and mobile app pages are created, to create the
9 bots described herein.

10 68. In addition, Ticketmaster is informed and believes, and on that basis
11 alleges, that as Ticketmaster updates and adapts its technical security measures to
12 block whatever bots it manages to identify, Does 7-8, with the knowledge and
13 under the supervision of Prestige West, Renaissance and the Additional Purchasers,
14 repeatedly download, reproduce, record, and store on their computer systems for
15 extended periods copyrighted ticket purchase pages from Ticketmaster's website
16 and mobile app and the code from which those website and mobile app pages are
17 created in order to improve the bot's ability to circumvent Ticketmaster's latest
18 security measures.

19 69. Ticketmaster thus is informed and believes, and on that basis alleges,
20 that Does 7-8, with Prestige West, Renaissance, and the Additional Purchaser's
21 knowledge, repeatedly visited ticketmaster.com and Ticketmaster's mobile app and
22 downloaded, reproduced, recorded, and stored on their computers for extended
23 periods copies of Ticketmaster's copyrighted ticket purchase pages to develop these
24 computer programs.

25 70. As such, Ticketmaster is informed and believes, and on that basis
26 alleges, that Does 7-8 repeatedly visited the Ticketmaster homepage, Ticketmaster
27 mobile app, and ticket purchase pages, among others, which repeatedly reminded
28 Does 7-8 of the governing TOU. Ticketmaster is also informed and believes, and

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

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

24 72. To the extent that Does 9-10 reproduced the tickets acquired from
25 Prestige West, Renaissance, and the Additional Purchasers for their own
26 commercial purposes, Does 9-10 violated the TOU on that basis as well.

27 ///

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

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

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

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

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

20 77. All of these problems involve, in one way or another, unauthorized
21 reproduction and alteration of the Ticketmaster system, as well as deletion,
22 destruction and alteration of data on the system.

23 78. Equally important, the use of bots diverts resources from the service of
24 legitimate consumers. Ticketmaster must incorporate extraordinary actions to
25 enhance the website and mobile app infrastructure to enable it to support all
26 consumer activity, including the artificial and inflated activity generated by bots.
27 The use of these bots also significantly increases the costs of, among other things,
28 data storage, computer processing, troubleshooting and system maintenance.

1 79. Defendants’ unauthorized access of Ticketmaster’s website and mobile
2 app forced Ticketmaster to continually increase its security measures to identify and
3 prevent these defendants from their ongoing scheme to purchase tickets using bots.
4 Ticketmaster engineers began tracking Prestige West, Renaissance, and Additional
5 Purchasers’ use of the Ticketmaster website and mobile app in order to assess the
6 damage and respond accordingly. When Ticketmaster’s technological efforts to
7 block defendants has failed, Ticketmaster has canceled as many orders obtained by
8 Prestige West and Renaissance bots as possible, in accordance with the TOU.
9 However, the cancellation led to delayed profits and a diversion of company
10 resources. For example, Ticketmaster canceled thousands of tickets purchased by
11 Prestige West, Renaissance, and the Additional Purchases to the stage show
12 *Hamilton*, sometimes even having to cancel tickets for the same seat four separate
13 times. Ticketmaster has spent thousands of dollars analyzing, investigating, and
14 responding to Defendants’ actions in an effort to thwart, block, and mitigate their
15 abuse of the system.

16 **FIRST CLAIM FOR RELIEF**
17 **Breach Of Contract**

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

19 80. Ticketmaster alleges and incorporates by reference all of the preceding
20 paragraphs.

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

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

6 83. 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 84. Ticketmaster performed all conditions, covenants and promises
10 required to be performed by it in accordance with the TOU.

11 85. 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 West and Renaissance, by use of technology
14 manufactured or otherwise provided by Does 7-8 (themselves also bound by the
15 Terms of Use), repeatedly and systematically breached the TOU by using bots to
16 access the website and mobile app and buy tickets, by buying tickets in quantities
17 that exceed ticket limits, and by violating California and New York law in the
18 process.

19 86. 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 West, Renaissance, and others to use
22 their identities, credit and debit cards, and Ticketmaster accounts to purchase tickets
23 by the use of bots and in quantities that exceed ticket limits, or by using bots
24 themselves to the same end.

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

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

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

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

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

28 90. Previous versions of the TOU included a substantially identical
liquidated damages provision. For example, the immediately prior version stated as
follows:

You agree that Abusive Use of the Site, as defined above,
causes damage and harm to Ticketmaster in the form of,
among other things, impaired goodwill, lost sales, and
increased expenses associated with responding to Abusive
Use of the Site. You further agree that monetary damages

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

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

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

28 93. The conduct of 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.

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

4 94. Ticketmaster alleges and incorporates by reference all of the preceding
5 paragraphs.

6 95. Ticketmaster owns valid U.S. Copyright registrations in its website
7 and mobile app and the specific portions thereof reproduced by Defendants herein.

8 96. Prestige West, Renaissance and the Additional Purchasers had the
9 right and ability to supervise the infringing activities of Does 7-8, their employees
10 and agents, and induced or materially contributed to the infringing activities of
11 Does 7-8 while knowing of and receiving a direct financial benefit from that
12 infringing activity. Further, these Defendants induced, caused and materially
13 contributed to Does 7-8's creation of bots with knowledge that Does 7-8 would
14 have to infringe Ticketmaster's copyrights in its website and mobile app to create
15 those bots.

16 97. Ticketmaster is informed and believes, and on that basis alleges, that
17 the Prestige West, Renaissance, and the Additional Purchasers induced and
18 materially contributed to the infringing activities of Does 7-8 and others, knowing
19 of and directly benefiting from that infringing activity.

20 98. As a proximate result of defendant's contributory and vicarious
21 copyright infringement, and the inducement of others to infringe Ticketmaster's
22 copyrights by copying pages from ticketmaster.com in excess of the license created
23 by its TOU, Ticketmaster suffered and continues to suffer significant damage and
24 irreparable harm in an amount to be proven at trial.

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

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

4 100. Ticketmaster alleges and incorporates by reference all of the preceding
5 paragraphs.

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

8 102. In downloading, reproducing, recording and storing on their computer
9 systems for extended periods large portions of Ticketmaster's copyrighted website
10 and mobile app, including ticket purchase pages from Ticketmaster's website and
11 mobile app and the code from which those web and mobile app pages are created to
12 create bots that access Ticketmaster's website and mobile app, Does 7-8 directly
13 infringe Ticketmaster's exclusive rights as a copyright owner pursuant to the
14 exclusive rights granted to Ticketmaster by 17 U.S.C. Section 106.

15 103. As a proximate result of this direct copyright infringement by Does 7-
16 8, Ticketmaster suffered and continues to suffer significant damage and irreparable
17 harm in an amount to be proven at trial.

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

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

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

28 106. Ticketmaster owns valid U.S. Copyright registrations in its website
and specific portions thereof.

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

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

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

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

24 110. Ticketmaster alleges and incorporates by reference all of the preceding
25 paragraphs.

26 111. Ticketmaster is informed and believes, and on that basis alleges, that
27 Prestige West and Renaissance were and are using bots, programs, or other
28 technology, products, services, devices, components, or parts thereof, that are and
were primarily designed and produced to circumvent the technological measures

1 that Ticketmaster used to effectively control access to its copyrighted website and
2 mobile app. The Additional Purchasers are either using the same devices or are
3 actively participating in Prestige West and Renaissance's use of those devices.

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

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

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

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

18 115. Ticketmaster alleges and incorporates by reference all of the preceding
19 paragraphs.

20 116. Ticketmaster is informed and believes, and on that basis alleges, that
21 Does 7-8 are manufacturing, importing, trafficking in and using bots, programs, or
22 other technology, products, services, devices, components, or parts thereof, that are
23 primarily and intentionally designed and produced to circumvent the technological
24 measures that Ticketmaster uses to effectively control access to its copyrighted
25 website and mobile app.

26 117. Ticketmaster is informed and believes, and on that basis alleges, that
27 these bots, programs, or other technical devices have no commercially significant
28 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

1 defendants are creating, marketing, trafficking in and using those devices with
2 knowledge that they are being used for that purpose.

3 118. As a proximate result of these defendants' actions, Ticketmaster
4 suffered significant damages in an amount to be proven at trial.

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

8 **SEVENTH CLAIM FOR RELIEF**

9 **Fraud**

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

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

13 121. Defendants Prestige West, Renaissance, the Additional Purchasers,
14 and Does 7-8 repeatedly accessed Ticketmaster's website and mobile app. By
15 doing so, these defendants represented to Ticketmaster that they would comply with
16 the TOU, including refraining from the use bots, abuse the website or mobile app,
17 and excessive ticket purchases.

18 122. Ticketmaster is informed and believes, and on that basis alleges, that
19 these defendants, acting for themselves and for each other, clicked the "Accept and
20 Continue" button on Ticketmaster's website (or "Create Account" or "Create An
21 Account" adjacent to a TOU disclaimer on Ticketmaster's mobile app) when setting
22 up online accounts and when completing ticket purchases, thereby representing to
23 Ticketmaster that they would comply with the TOU for the website and mobile app,
24 and thus that they would not, among other things, use bots, abuse the website or
25 mobile app, or exceed ticket limits.

26 123. Each and every such representation in Paragraph 116 was false.
27 Ticketmaster is informed and believes, and on that basis alleges, that every time
28 these defendants accessed and used the website or mobile app, and every time they
clicked or tapped the Accept and Continue, Create Account, or Submit Order

1 button, they intended to, and did, violate the TOU and that each such instance by
2 these defendants was also done on behalf of each other.

3 124. Moreover, Ticketmaster is informed and believes, and on that basis
4 alleges, that every time each of these defendants accessed and used Ticketmaster's
5 website or mobile app, they concealed from Ticketmaster their true intent to violate
6 the TOU.

7 125. Ticketmaster is informed and believes, and on that basis alleges, that
8 these defendants misrepresented and hid their identities when interacting with the
9 Ticketmaster website and mobile app.

10 126. Ticketmaster relied on each such representation and omission by
11 providing the information and services available on the website and mobile app to
12 these defendants, which included selling them substantial quantities of tickets.

13 127. Ticketmaster's reliance was reasonable. These defendants received
14 ample notice of the TOU every time they accessed and used the website and mobile
15 app. It was necessary for them to click the Accept and Continue button both when
16 setting up online accounts and when completing a ticket purchase on the website.
17 The defendants also saw TOU disclaimers if they created an account or searched for
18 tickets on the mobile platform.

19 128. As a result of these defendants' fraudulent representations and
20 omissions, Ticketmaster sold defendants tickets that Ticketmaster otherwise could
21 have sold to legitimate users of the site.

22 129. Moreover, Does 7-8, through their fraudulent representations and
23 omissions, obtained information about the workings and architecture of
24 Ticketmaster's website and mobile app. They also used Ticketmaster's website and
25 mobile platform to design and test their prohibited devices, which others then used
26 to defraud Ticketmaster.

27 130. As a proximate result of this fraudulent misconduct, Ticketmaster has
28 been damaged in an amount to be proven at trial.

1 disregarded Ticketmaster's rights. The defendants' conduct constitutes clear and
2 convincing evidence of oppression, fraud and malice under California Civil Code
3 Section 3294. As a result, Ticketmaster is entitled to an award of punitive damages
4 against these defendants in an amount sufficient to deter them from future
5 misconduct.

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

9 137. Ticketmaster alleges and incorporates by reference all of the preceding
10 paragraphs.

11 138. At all relevant times, the home page and most other pages on
12 ticketmaster.com informed users that their use of the website is subject to express
13 terms and conditions set forth in the TOU, and that by continuing past the page in
14 question, they expressly and/or impliedly agree to be bound by those terms. Users
15 have a reasonable opportunity to review the TOU upon first entering the website,
16 and they also have a reasonable opportunity to review the TOU during their use of
17 the site. The link to the TOU is displayed in such a manner as to provide
18 consumers with notice of the TOU's existence. Similarly, the mobile app contains
19 links to the TOU when a user creates an account or searches for tickets.

20 139. Ticketmaster is informed and believes, and on that basis alleges, that
21 Does 7-10 expressly assented to the TOU when setting up accounts on
22 ticketmaster.com or the mobile app and when submitting a request to purchase
23 tickets. Thus, Ticketmaster is informed and believes that Does 7-10 repeatedly
24 provided their express assent to the TOU.

25 140. The TOU prohibits, among other things, the use of bots, abusive use of
26 the website and mobile app, and exceeding ticket limits. These terms of the TOU
27 are fair and reasonable.

28 141. Ticketmaster performed all conditions, covenants and promises
required under the TOU.

1 142. Prestige West, Renaissance, and the Additional Purchasers repeatedly
2 and systematically breached the TOU by using, individually or collectively, bots to
3 access the website and mobile app and buy tickets, and by buying tickets in
4 quantities that exceed the stated ticket limits. Ticketmaster is informed and
5 believes that, as part of this misuse of Ticketmaster's website and mobile app,
6 Prestige West, Renaissance, and the Additional Purchasers repeatedly and
7 systematically requested more than 1000 pages of Ticketmaster's website or mobile
8 app in applicable 24-hour periods, made more than 800 reserve requests in
9 applicable 24-hour periods, and accessed, reloaded or refreshed transactional events
10 or ticketing pages and made other requests to transactional servers more than once
11 during applicable 3-second intervals.

12 143. Does 7-8 knew of the TOU and that the TOU constitutes an agreement
13 between Ticketmaster and customers of Does 7-8, including Prestige West,
14 Renaissance, and the Additional Purchasers. Moreover, Does 7-8 intended to cause
15 their customers, including Prestige West, Renaissance, and the Additional
16 Purchasers, to breach those agreements, or acted in reckless disregard as to whether
17 they were causing those customers to breach their agreements with Ticketmaster.

18 144. The conduct of Does 7-8 caused their customers, including Prestige
19 West, Renaissance, and the Additional Purchasers, to breach their contracts with
20 Ticketmaster. In fact, the bots provided by Does 7-8 were the means by which
21 Prestige West, Renaissance, and the Additional Purchasers did in fact breach their
22 contracts with Ticketmaster.

23 145. Does 9-10 also knew of the TOU and that the TOU constitutes an
24 agreement between Ticketmaster and Prestige West, Renaissance, and the
25 Additional Purchasers. Does 9-10 intended to cause Prestige West, Renaissance,
26 and the Additional Purchasers to breach those agreements by offering to purchase
27 tickets from Prestige West, Renaissance, and the Additional Purchasers while
28 knowing or recklessly disregarding that Prestige West, Renaissance, and the

1 Additional Purchasers would procure those tickets from Ticketmaster in a manner
2 that violates the TOU.

3 146. The conduct of Does 9-10 caused Prestige West, Renaissance, and the
4 Additional Purchasers to breach their contracts with Ticketmaster.

5 147. Ticketmaster has been harmed as a result, and the conduct of Does 7-
6 10 was a substantial factor in causing such harm. The TOU contains a liquidated
7 damages provision described in detail above.

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

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

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

25 150. Ticketmaster alleges and incorporates by reference all of the preceding
26 paragraphs.

27 151. As alleged above, Prestige West, Renaissance, and the Additional
28 Purchasers were bound by the TOU on Ticketmaster's website and mobile app and
at all relevant times Does 7-10 were aware that Prestige West, Renaissance, and the

1 Additional Purchasers were bound by the TOU. Moreover, at all relevant times,
2 Does 7-10 were aware of the content of the TOU.

3 152. The TOU prohibits, among other things, the use of bots, abusive use of
4 the website or mobile app, and exceeding ticket limits. These terms of the TOU are
5 fair and reasonable.

6 153. Ticketmaster performed all conditions, covenants and promises
7 required to be performed by it in accordance with the TOU.

8 154. By marketing and selling bots to circumvent Ticketmaster's security
9 devices and providing tools and assistance to their customers to enable them to
10 inundate Ticketmaster's website and mobile app with requests and excess ticket
11 purchases, Does 7-8 intended to disrupt the performance of the contracts between
12 Ticketmaster and Prestige West, Renaissance, and the Additional Purchasers, or
13 acted in reckless disregard as to whether they would disrupt the performance of
14 those contracts.

15 155. By offering to purchase tickets from Prestige West, Renaissance, and
16 the Additional Purchasers, Does 9-10 intended to disrupt the performance of the
17 contracts between Ticketmaster and Prestige West, Renaissance, and the Additional
18 Purchasers, or acted in reckless disregard as to whether they would disrupt the
19 performance of those contracts because Does 9-10 knew Prestige West,
20 Renaissance, and the Additional Purchasers would procure tickets from
21 Ticketmaster in a manner that would violate the TOU.

22 156. Prestige West, Renaissance, and the Additional Purchasers repeatedly
23 and systematically breached the TOU as alleged in Paragraphs 40-58. For example,
24 these defendants used, or cooperated in the use of, bots to access the website and
25 mobile app to buy tickets, and purchased tickets in quantities that exceed ticket
26 limits. Ticketmaster is informed and believes, and on that basis alleges, that as part
27 of this misuse of Ticketmaster's website and mobile app, Prestige West,
28 Renaissance, and the Additional Purchasers repeatedly and systematically requested

1 more than 1000 pages of Ticketmaster's website or mobile app in applicable 24-
2 hour periods, made more than 800 reserve requests in applicable 24-hour periods,
3 and accessed, reloaded or refreshed transactional events or ticketing pages and
4 made other requests to transactional servers more than once during applicable 3-
5 second intervals.

6 157. The conduct of Does 7-10 made it substantially more difficult and
7 expensive for Ticketmaster to perform under those contracts. As alleged in more
8 detail in Paragraphs 40-58 above, these violations damaged Ticketmaster by,
9 among other things, diminishing the inventory of tickets available through
10 Ticketmaster to legitimate consumers, causing artificially high levels of tickets to
11 be placed on reserve and thereby interfering with the transmission of real time sales
12 information to Ticketmaster's clients, bypassing required website or mobile app
13 entry and exit points, which directly and indirectly reduces integral revenue
14 opportunities, altering website and mobile app security features through
15 manipulation of request limit monitoring, requiring Ticketmaster to undertake
16 extraordinary actions to monitor and enhance website and mobile app
17 infrastructure, and significantly increasing costs of data storage, computer
18 processing, troubleshooting and system maintenance. Thus, the conduct of Does
19 7-10 was a substantial factor in causing harm to Ticketmaster.

20 158. The TOU contains a liquidated damages provision described in detail
21 above. Ticketmaster is entitled to liquidated damages from Does 7-10 in
22 accordance with such liquidated damages provision, in an amount to proven at trial,
23 when the full extent of the requests for pages on Ticketmaster's website and mobile
24 platform by Prestige West, Renaissance, and the Additional Purchasers is
25 ascertained. In addition, Ticketmaster is entitled to compensatory damages, in an
26 amount to be proven at trial, for (i) abusive conduct that falls outside the scope of
27 the liquidated damages provision, and (ii) as an alternative to liquidated damages
28 should the liquidated damages provision be unenforceable for any reason.

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

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

10 160. Ticketmaster alleges and incorporates by reference all of the preceding
11 paragraphs.

12 161. Ticketmaster's computers are involved in interstate and foreign
13 commerce and communication, and are protected computers under 18 U.S.C.
14 Section 1030(e)(2).

15 162. Ticketmaster is informed and believes and on that basis alleges, that
16 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 knowingly and
17 intentionally accessed Ticketmaster's computers without authorization or in excess
18 of authorization, both generally and as defined by Ticketmaster's TOU and the May
19 2015 cease and desist letter.

20 163. Ticketmaster is informed and believes and on that basis alleges, that
21 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 not only accessed
22 the Ticketmaster website and mobile app on numerous occasions after being
23 repeatedly blocked, but used hacks, backdoors, and other nefarious means in excess
24 of authorized use (e.g., exchanging cookies, hacking Verified Fan tickets and
25 passwords, purchasing and cycling additional IP addresses, etc.), and obtained
26 valuable, unauthorized information from Ticketmaster's ticketing systems,
27 including but not limited to information on Ticketmaster's security measures and
28 ticketing practices, and used that information to purchase tickets to resell at a profit.

1 164. Defendants' conduct caused Ticketmaster a loss of over \$5000 in a
2 one-year period. Among other things described in more detail in Paragraphs 40-58,
3 Ticketmaster conducted several damage assessments, designed new security
4 features, and diverted resources to combat defendants' unauthorized use of
5 Ticketmaster's website and mobile platform and to attempt to block their use of the
6 Ticketmaster system through various technological measures.

7 165. As a proximate result of these defendants' wrongful conduct,
8 Ticketmaster suffered and continues to suffer significant damage and irreparable
9 harm. Therefore, Ticketmaster is entitled to an award of compensatory damages
10 under 18 U.S.C. Section 1030(g).

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

14 166. Ticketmaster alleges and incorporates by reference all of the preceding
15 paragraphs.

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

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

26 169. Ticketmaster is informed and believes and on that basis alleges, that
27 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have knowingly
28

1 caused Ticketmaster's computer services to be used without permission, in
2 violation of California Penal Code Section 502(c)(3).

3 170. Ticketmaster is informed and believes and on that basis alleges, that
4 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have knowingly
5 and without permission altered, damaged, deleted, or destroyed data on
6 Ticketmaster's internal and external computer system, in violation of California
7 Penal Code Section 502(c)(4).

8 171. Ticketmaster is informed and believes and on that basis alleges, that
9 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have knowingly
10 and without permission disrupted or caused the disruption and denial of computer
11 services to authorized, human users of Ticketmaster's computer system, in violation
12 of California Penal Code Section 502(c)(5).

13 172. Ticketmaster is informed and believes and on that basis alleges, that
14 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 have knowingly
15 and without permission provided, or assisted in providing, a means of accessing
16 Ticketmaster's website, in violation of California Penal Code Section 502(c)(6).

17 173. Ticketmaster is informed and believes and on that basis alleges, that
18 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 knowingly
19 accessed Ticketmaster's website in violation of the Terms of Use and thus without
20 permission, in violation of California Penal Code Section 502(c)(7).

21 174. Ticketmaster is informed and believes and on that basis alleges, that
22 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 gained
23 knowledge of their improper access of Ticketmaster's computer system by, among
24 other things, creating Ticketmaster accounts, using Ticketmaster accounts, and
25 receiving a cease and desist letter in May 2015.

26 175. Ticketmaster is informed and believes and on that basis alleges, that
27 Prestige West, Renaissance, Additional Purchasers, and Does 7-8 improperly
28 obtained and sold tickets, in violation of California Penal Code Section 502, by

1 breaching or acting in excess of the TOU and circumventing Ticketmaster’s website
2 and mobile app’s security measures, among other things.

3 176. As a direct and proximate result of defendants’ unlawful conduct
4 within the meaning of California Penal Code Section 502, defendants damaged
5 Ticketmaster by, among other things more thoroughly detailed in paragraphs 40-58,
6 diminishing the inventory of tickets available through Ticketmaster to legitimate
7 consumers, requiring Ticketmaster to take extraordinary actions to monitor its
8 website, and increasing the costs of data storage.

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

12 178. Defendants have acted with oppression, fraud and malice toward
13 Ticketmaster, entitling Ticketmaster to an award of punitive damages in an amount
14 sufficient to deter them from future misconduct.

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

18 179. Ticketmaster alleges and incorporates by reference all of the preceding
19 paragraphs.

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

28 181. Ticketmaster is informed and believes that Prestige West and
Renaissance intentionally maintained and controlled bots at colocation facilities and

1 on other servers, or knowingly used bots maintained and controlled by Additional
2 Purchasers or Does 7-8 to improperly purchase tickets from Ticketmaster's website
3 and mobile app.

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

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Ticketmaster respectfully requests that the Court:

11 1. Enjoin all Defendants from:

12 a. infringing or assisting any other person in infringing
13 Ticketmaster's rights in its copyrighted ticketmaster.com website and mobile app
14 works as set forth herein by copying pages from that website or mobile app in
15 excess of the scope of the license granted by Ticketmaster's Terms of Use;

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

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

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

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

4 f. designing, selling or marketing any program or device that is
5 designed to provide an automated means of accessing Ticketmaster’s website or
6 mobile app or that is designed to circumvent security measures such as CAPTCHA
7 and splunk on Ticketmaster’s website and mobile app;

8 g. soliciting the design, purchase, sale or use of any program or
9 device that is designed to provide an automated means of accessing Ticketmaster’s
10 website or mobile app or that is designed to circumvent security measures such as
11 CAPTCHA or splunk on Ticketmaster’s website or mobile app;

12 h. purchasing, selling, transferring or acquiring any program or
13 device that is designed to provide an automated means of accessing Ticketmaster’s
14 website or mobile app or that is designed to circumvent security measures such as
15 CAPTCHA or splunk on Ticketmaster’s website or mobile app;

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

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

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

22 2. Order that Defendants be required to:

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

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

1 3. Award to Ticketmaster liquidated, compensatory, statutory and
2 punitive damages; and

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

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Dated: February 21, 2018

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

By: /s/ 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: February 21, 2018

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

By: /s/ Robert H. Platt
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